

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address DAVID B. GOLUBCHIK (SBN 185520) EVE H.KARASIK (SBN 155356) JULIET Y. OH (SBN 211414) DBG@LNBYB.com, EHK@LNBYB.com; JYO@LNBYB.com LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, California 90067 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor	FOR COURT USE ONLY
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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION	
In re: ANNA'S LINENS, INC., Debtor(s).	CASE NO.: 8:15-bk-13008-TA CHAPTER: 11 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 08/27/2015	Time: 10:00 am
Location: Levene Neale, et al. - 10250 Constellation Blvd., Suite 1700, Los Angeles, California 90067	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 08/26/2015

Description of property to be sold:

(i) Debtor's intellectual property, including trademarks, copyrights, domain names, customer lists, the Debtor's e-commerce business, and related data assets (collectively, the "Intellectual Property Assets"), and (ii) the Debtor's real property lease designation rights and/or assumption and assignment of the real property leases (collectively, the "Real Property Assets"), free and clear of all liens, claims, encumbrances and other interests (as applicable).

Terms and conditions of sale:

Auction to be held on August 27, 2015 at 10:00 a.m. at the offices of Debtor's counsel at the address noted above. Please see Exhibits "1" (Notices) and "2" (Bid Procedures) hereto for detailed information.

Proposed sale price: To be determined.

Overbid procedure (if any): Baseline Bid and/or Stalking Horse Bid and bidding increments to be determined by the Debtor in consultation with Administrative Agent and Official Unsecured Creditors Committee prior to Auction. See detailed description of bidding procedures set forth in Exhibit "2" attached hereto (Bid Procedures).

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

September 9, 2015 at 10:00 a.m.
United States Bankruptcy Court, Central District of California, Santa Ana Division
Courtroom 5B
411 West Fourth Street
Santa Ana, California

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Intellectual Property Assets -- Hilco Streambank, 980 Washington St., Suite 330 Dedham, MA 02026 (Attn: David Peress), Email: dperess@hilcoglobal.com, Tel: (781) 471-1239.

Real Property Assets -- RCS Real Estate Advisors, 460 West 34th Street, New York, NY 10001 (Attn.: Ivan Friedman), Email: ifriedman@rcsrealestate.com, Tel: (212) 239-1100 x200, Fax: (212) 268-5484.

Date: 08/11/2015

EXHIBIT “1”

DAVID B. GOLUBCHIK (SBN 185520)
EVE H. KARASIK (SBN 155356)
JULIET Y. OH (SBN 211414)
LINDSEY L. SMITH (SBN 265401)
LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
10250 Constellation Boulevard, Suite 1700
Los Angeles, California 90067
Telephone: (310) 229-1234; Facsimile: (310) 229-1244
Email: dbg@lnbyb.com, ehk@lnbyb.com, jyo@lnbyb.com; lls@lnbyb.com

Attorneys for Chapter 11 Debtor
and Debtor in Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re	)	Case No. 8:15-bk-13008-TA
)	
ANNA'S LINENS, INC.,	)	Chapter 11
)	
Debtor.	)	NOTICE OF (I) AUCTION AND (II)
	)	HEARING ON MOTION FOR ENTRY OF
	)	AN ORDER APPROVING (1) SALE OF
	)	ASSETS FREE AND CLEAR OF
	)	INTERESTS; AND (2) ASSUMPTION
	)	AND ASSIGNMENT OF UNEXPIRED
	)	REAL PROPERTY LEASES
)	
	)	<u>Auction Date:</u>
	)	DATE: August 27, 2015
	)	TIME: 10:00 a.m.
	)	PLACE: Levene, Neale, Bender Yoo & Brill
	)	10250 Constellation Blvd., 17th Fl.
	)	Los Angeles, California 90067
)	
	)	<u>Sale Hearing Date:</u>
	)	DATE: September 9, 2015
	)	TIME: 10:00 a.m.
	)	PLACE: Courtroom "5B"
	)	411 West Fourth Street
	)	Santa Ana, California
)	
)	

1 **PLEASE TAKE NOTICE** that an auction (“Auction”) has been scheduled for **August**
2 **27, 2015 at 10:00 a.m. (Pacific)**, at the offices of counsel for Anna’s Linens, Inc., the debtor and
3 debtor in possession in the above-captioned chapter 11 case (the “Debtor”), Levene, Neale,
4 Bender, Yoo & Brill, 10250 Constellation Blvd., 17th Floor, Los Angeles, California, 90067, for
5 the sale and/or assumption and assignment, as applicable, of the Debtor’s IP Assets and Real
6 Property Assets (both as defined below and collectively, the “Assets”). Only parties that have
7 submitted a Qualified Bid (as defined in the Bidding Procedures to be approved by the Court) by
8 no later than August 24, 2015 at 5:00 p.m. (prevailing Pacific Time) (the “Bid Deadline”) may
9 bid at the Auction. Any party that wishes to take part in this process and submit a bid for any
10 portion of the Assets must submit their competing bid prior to the Bid Deadline and in accordance
11 with the Bidding Procedures. Copies of the Bidding Procedures are available upon written request
12 to Debtor’s counsel, whose contact information is listed in the upper left hand corner of the first
13 page of this Notice.

14 **PLEASE TAKE FURTHER NOTICE** that a hearing has been scheduled for **September**
15 **9, 2015 at 10:00 a.m. (Pacific)** before the Honorable Theodor C. Albert, United States
16 Bankruptcy Judge for the Central District of California, Santa Ana Division, in Courtroom “5B”
17 located at 411 West Fourth Street, Santa Ana, California, on the following motion (“Motion”)¹
18 filed by the Debtor:

19 **MOTION FOR ENTRY OF AN ORDER APPROVING (1) SALE OF**
20 **ASSETS FREE AND CLEAR OF INTERESTS; AND (2) ASSUMPTION**
21 **AND ASSIGNMENT OF UNEXPIRED REAL PROPERTY LEASES;**
22 **MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF**
23 **J.E. RICK BUNKA FILED IN SUPPORT THEREOF**

24 **PLEASE TAKE FURTHER NOTICE** that the Motion requests the entry of an order
25 authorizing the Debtor to:

26 (A) sell the Debtor’s intellectual property, including trademarks, copyrights, domain
27 names, customer lists, the Debtor’s e-commerce business, and related data assets (the “IP Assets,”)
28

¹ All capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Motion.

1 and sell and/or assume and assign, pursuant to Bankruptcy Code section 365, unexpired store real
2 property leases (the “Store Leases”) including designation rights (the “Real Property Assets” and
3 collectively with the IP Assets, the “Assets”), free and clear of all interests, including liens, claims
4 and encumbrances as applicable, as part of single, multiple and/or combined transactions to the
5 successful bidder(s) at the Auction to be held on August 27, 2015 at the offices of Debtor’s counsel
6 pursuant to the Bidding Procedures to be approved by the Court;

7 (B) approving the proposed assumption and assignment and related procedures for the
8 Store Leases as described in the Motion and Memorandum of Points and Authorities annexed
9 thereto;

10 (C) finding that any Successful Bidder(s) of the Assets is a good faith purchaser as that
11 term is defined in section 363(m) of the Bankruptcy Code;

12 (D) waiving the 14-day stay requirement of Bankruptcy Rules 6004(h) and 6006(d);
13 and

14 (E) granting such other relief as the Court deems just and proper under the
15 circumstances.

16 **PLEASE TAKE FURTHER NOTICE** that, as noted above, through the Motion, the
17 Debtor is also seeking potentially to assume and assign its Store Leases and will be serving on the
18 lessors for the Store Leases, in addition to this Notice, a separate Notice of Assumption and
19 Assignment with an attached Exhibit A that lists the cure amount for each of the Store Leases.

20 **PLEASE TAKE FURTHER NOTICE** that any objection to the entry of an order
21 granting the Motion must be in writing in accordance with Local Bankruptcy Rule 9013-1(f)(1),
22 filed with the Bankruptcy Court, and served upon the following parties:

23 (a) Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite
24 1700, Los Angeles, California 90067 (Attn: David B. Golubchik, Esq., Eve H.
25 Karasik, Esq. and Juliet Y. Oh, Esq.), counsel to the Debtor;

26 (b) Office of the United States Trustee for the Central District of California, Santa
27 Ana Division, 411 W. Fourth Street, Suite 9041, Santa Ana, CA 92701-8000
28 (Attn: Michael Hauser, Esq.);

(c) Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., Suite 1300, Los Angeles, California 90067 (Attn: Jeffrey N. Pomerantz, Esq. and Ira Kharasch, Esq.), counsel to the Official Committee of Unsecured Creditors formed in the Debtor's case; and

(d) Greenberg Traurig, LLP, One International Place, Boston, MA 02110 (Attn: Nancy A. Mitchell, Esq. and Jeffrey M. Wolf, Esq.), attorneys for the Administrative Agent, Salus Capital Partners, LLC,

with a courtesy copy delivered to Chambers, so that such objections are filed with the Court and received by said parties no later than fourteen (14) days before the hearing on the Motion. Pursuant to Local Bankruptcy Rule 9013-1(h), failure to file a timely opposition or response to the Motion may be deemed by the Court to be consent to the granting of the relief requested in the Motion.

PLEASE TAKE FURTHER NOTICE that a copy of the Motion may be obtained free of charge, by accessing the Debtor's case information website at <http://dm.epiq11.com/Annaslinens>. If any party desires a hard copy of the Motion, such hard copy will be promptly provided upon written request to the Debtor's counsel, whose contact information is set forth in the upper left hand corner of the first page of this Notice.

Dated: August 11, 2015

ANNA'S LINENS, INC.



By: _____

DAVID B. GOLUBCHIK
EVE H. KARASIK
JULIET Y. OH
LINDSEY L. SMITH
LEVENE, NEALE, BENDER,
YOO & BRILL L.L.P.
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Attorneys for Chapter 11 Debtor
and Debtor in Possession

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

SANTA ANA DIVISION

In re	)	Case No. 8:15-bk-13008-TA
)	
ANNA'S LINENS, INC.,	)	Chapter 11
)	
Debtor.	)	NOTICE OF (I) POTENTIAL
	)	ASSUMPTION AND ASSIGNMENT OF
	)	UNEXPIRED REAL PROPERTY LEASES
	)	AND (II) CURE AMOUNTS

Hearing Date:

DATE: September 9, 2015
TIME: 10:00 a.m.
PLACE: Courtroom "5B"
411 West Fourth Street
Santa Ana, California

1 **PLEASE TAKE NOTICE** that you are receiving this notice because you may be a
2 counterparty to an unexpired real property store lease (“Store Lease”) with Anna’s Linens, Inc.,
3 debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”).

4 **PLEASE TAKE FURTHER NOTICE** that a hearing has been scheduled for **September**
5 **9, 2015 at 10:00 a.m. (Pacific)** (“Sale Hearing”) before the Honorable Theodor C. Albert, United
6 States Bankruptcy Judge for the Central District of California, Santa Ana Division, in Courtroom
7 “5B” located at 411 West Fourth Street, Santa Ana, California, on the following motion
8 (“Motion”)¹ filed by the Debtor:

9 **MOTION FOR ENTRY OF AN ORDER APPROVING (1) SALE OF**
10 **ASSETS FREE AND CLEAR OF INTERESTS; AND (2) ASSUMPTION**
11 **AND ASSIGNMENT OF UNEXPIRED REAL PROPERTY LEASES;**
12 **MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF**
13 **J.E. RICK BUNKA FILED IN SUPPORT THEREOF**

14 **PLEASE TAKE FURTHER NOTICE** that the Motion requests the entry of an order
15 authorizing the Debtor to:

16 (A) sell the Debtor’s intellectual property, including trademarks, copyrights, domain
17 names, customer lists, the Debtor’s e-commerce business, and related data assets (the “IP Assets,”)
18 and sell and/or assume and assign the Store Leases pursuant to Bankruptcy Code section 365
19 including designation rights (the “Real Property Assets” and collectively with the IP Assets, the
20 “Assets”), free and clear of all interests, including liens claims and encumbrances as applicable, as
21 part of single, multiple and/or combined transactions to the successful bidder(s) at the Auction to be
22 held on August 27, 2015 at 10:00 a.m. (Pacific) at the offices of Debtor’s counsel pursuant to the
23 Bidding Procedures to be approved by the Court;

24 (B) approving the proposed assumption and assignment and related procedures for the
25 Store Leases as described in the Motion and Memorandum;

26 (C) finding that any Successful Bidder(s) of the Assets is a good faith purchaser as that
27 term is defined in section 363(m) of the Bankruptcy Code;

28 ¹ All capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Motion.

(D) waiving the 14-day stay requirement of Bankruptcy Rules 6004(h) and 6006(d);
and

(E) granting such other relief as the Court deems just and proper under the
circumstances.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Motion, the Debtor may
request to assume and assign to Successful Bidder(s) one or more of the Store Leases listed on
“Exhibit A” annexed hereto (collectively, the **“Potentially Assigned Agreements”** and each, a
“Potentially Assigned Agreement”), pursuant to section 365 of the Bankruptcy Code. The Debtor
has indicated on Exhibit “A” the cure amounts that the Debtor believes must be paid to cure all
pre-petition defaults and pay all amounts accrued under the Potentially Assigned Agreements (in
each instance, the **“Cure Amount”**).

PLEASE TAKE FURTHER NOTICE that any party seeking to (i) object to the
validity of the Cure Amount as determined by the Debtor or otherwise assert that any other
amounts, defaults, conditions or pecuniary losses must be cured or satisfied under any of the
Potentially Assigned Agreements in order for such contract or lease to be assumed and assigned
or (ii) object to the assumption and assignment of any Potentially Assigned Agreements on any
other basis (except solely for objections to adequate assurance of future performance), must file
an objection (the **“Assumption/Assignment Objection”**) in writing and in accordance with Local
Bankruptcy Rule 9013-1(f)(1) with the United States Bankruptcy Court, and serve the
Assumption/Assignment Objection upon the following parties:

(a) Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite
1700, Los Angeles, California 90067 (Attn: David B. Golubchik, Esq., Eve H.
Karasik, Esq. and Juliet Y. Oh, Esq.), counsel to the Debtor;

(b) Office of the United States Trustee for the Central District of California, Santa
Ana Division, 411 W. Fourth Street, Suite 9041, Santa Ana, CA 92701-8000
(Attn: Michael Hauser, Esq.);

(c) Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., Suite 1300, Los
Angeles, California 90067 (Attn: Jeffrey N. Pomerantz, Esq. and Ira Kharasch,

1 Esq.), counsel to the Official Committee of Unsecured Creditors formed in the
2 Debtor's case; and

3 (d) Greenberg Traurig, LLP, One International Place, Boston, MA 02110 (Attn:
4 Nancy A. Mitchell, Esq. and Jeffrey M. Wolf, Esq.), attorneys for the
5 Administrative Agent, Salus Capital Partners, LLC,

6 with a courtesy copy delivered to Chambers, so that such objections are filed with the Court and
7 received by said parties no later than fourteen (14) days before the hearing on the Motion, or
8 **August 26, 2015** (the "Assumption/Assignment Deadline"). **Pursuant to Local Rule 9013-1(h),**
9 **failure to file a timely opposition or response to the Motion may be deemed by the Court to be**
10 **consent to the granting of the relief requested in the Motion.**

11 **PLEASE TAKE FURTHER NOTICE** that after the determination of the Qualified
12 Bidder(s) (as defined in the Bidding Procedures to be approved by the Court), but no later than
13 August 25, 2015, the Debtor will file with the Court a notice identifying and providing adequate
14 assurance information for such Qualified Bidder(s) (the "Adequate Assurance Notice"). The Debtor
15 will serve the Adequate Assurance Notice on the parties identified in the Exhibit "A" that are
16 included in the bid submitted by the Qualified Bidder(s). The Adequate Assurance Notice will be
17 provided by email to any of the parties identified in Exhibit "A" who makes a written request to
18 counsel for the Debtor. The deadline for objecting to the potential assignment of the subject Store
19 Leases to any of the Qualified Bidder(s) (including the Successful Bidder(s) at the Auction) on the
20 basis of adequate assurance of future performance ("Adequate Assurance Objection") will be
21 **September 4, 2015**.

22 **PLEASE TAKE FURTHER NOTICE** that unless an Assumption/Assignment Objection
23 is filed and served before the Assumption/Assignment Deadline or an Adequate Assurance
24 Objection is filed and served by September 4, 2015, all parties shall: (i) be forever barred from
25 objecting to the Cure Amount and from asserting any additional cure or other amounts with respect
26 to the Potentially Assigned Agreements, and the Debtor and each Successful Bidder shall be
27 entitled to rely solely upon the Cure Amount; (ii) be deemed to have consented to the assumption
28 and assignment of the Potentially Assigned Agreements, and (iii) be forever barred and estopped

1 from asserting or claiming against the Debtor or any Successful Bidder that any additional amounts
2 are due or other defaults exist, that conditions to assignment must be satisfied under such
3 Potentially Assigned Agreements, including adequate assurance of future performance from the
4 Successful Bidder(s), or that there is any objection or defense to the assumption and assignment of
5 such Potentially Assigned Agreements.

6 **PLEASE TAKE FURTHER NOTICE** that where a nondebtor counterparty to a Store
7 Lease files an Assumption/Assignment Objection asserting a cure amount higher than the Cure
8 Amounts set forth in Exhibit "A" hereto (the "Disputed Cure Amount"), then (a) to the extent that
9 the parties are able to consensually resolve the Disputed Cure Amount prior to the Sale Hearing,
10 and subject to the Successful Bidder(s)' consent to such consensual resolution, the Debtor shall
11 promptly file with the court a notice of the proposed resolution or (b) to the extent the parties are
12 unable to consensually resolve the dispute prior to the Sale Hearing, the amount to be paid under
13 section 365 of the Bankruptcy Code with respect to such Disputed Cure Amount will be determined
14 at the Sale Hearing or at such other date and time as may be fixed by this Court. Any timely filed
15 Assumption/Assignment Objection or Adequate Assurance Objection which remains unresolved by
16 the parties will be heard at the Sale Hearing. The Debtor intends to cooperate with counterparties to
17 the Store Leases to attempt to reconcile any differences with respect to a particular Cure Amount.

18 **PLEASE TAKE FURTHER NOTICE** that if you agree with the Cure Amount indicated
19 on Exhibit "A" hereto, and otherwise do not object to the Debtor's assignment of your Store Lease,
20 you need not take any further action.

21 **PLEASE TAKE FURTHER NOTICE** that the Debtor's decision to assume and assign
22 the Potentially Assigned Agreements is subject to Bankruptcy Court approval and consummation of
23 the sale and/or assumption and assignment of the Assets, as applicable. Accordingly, the Debtor
24 shall be deemed to have assumed and assigned each of the Assigned Agreements as of the date of,
25 and effective only upon, the closing of the sale and/or assumption and assignment of the applicable
26 Assets, and absent such closing or assumption and assignment, each of the Potentially Assigned
27 Agreements shall neither be deemed assumed nor assigned and shall in all respects be subject to
28 further administration under the Bankruptcy Code. Inclusion of any document on the list of

Potentially Assigned Agreements shall not constitute or be deemed to be a determination or admission by the Debtor or the Successful Bidder that such document is, in fact, an unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are being expressly reserved.

PLEASE TAKE FURTHER NOTICE that an Assumption/Assignment Objection will not constitute an objection to the relief generally requested in the Motion. Parties wishing to otherwise object to the relief requested in the Motion on other grounds must file and serve a separate objection, stating with particularity such party's grounds for objection to the Motion, so as to be received by each of the Notice Parties listed above no later than fourteen (14) days prior the Sale Hearing, or August 26, 2015.

PLEASE TAKE FURTHER NOTICE that a copy of the Motion and related pleadings may be obtained free of charge, by accessing the Debtor's case information website at <http://dm.epiq11.com/Annaslinens>. If any party desires a hard copy of the Motion, such hard copy will be promptly provided upon written request to the Debtor's counsel whose contact information is set forth in the upper left hand corner of the first page of this Notice.

Dated: August 11, 2015

ANNA'S LINENS, INC.



By: _____

DAVID B. GOLUBCHIK
EVE H. KARASIK
JULIET Y. OH
LINDSEY L. SMITH
LEVENE, NEALE, BENDER,
YOO & BRILL L.L.P.
Attorneys for Chapter 11
Debtor and Debtor in Possession

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EXHIBIT “A”

Count	Store#	Property Name	Mall Name	City	Landlord	Address 1	Address 2	City	State	Zip	Prepetition Amount	Open
1	1	00001-Plaza West Covina-West Covina, CA	Plaza West Covina	West Covina	Plaza West Covina LP	c/o SRP Property Management	1 E Wacker Dr, Ste 3700	Chicago	IL	60601	8361.41	Open
2	3	00003-Montebello Plaza, Montebello, CA	Montebello Plaza, Montebello, CA	Montebello	Brixmor Montebello Plaza, L.P.	c/o Brixmor Property Group	420 Lexington Avenue, 7th Floor	New York	NY	10170	6536.44	Open
3	4	00004-Plaza Mexico-Lynwood, CA	Plaza Mexico	Lynwood	Plamex Investment LLC	3100 E. Imperial Hwy	0	Lynwood	CA	90262	13107.35	Open
4	5	00005-Crenshaw Imperial-Inglewood, CA	Crenshaw Imperial	Inglewood	One Imperial Plaza, LP	c/o Coreland Companies	27644 Newhall Ranch Rd. #B20	Valencia	CA	91355	8980.53	Open
5	6	00006-The Marketplace-Alhambra, CA	The Marketplace	Alhambra	Alhambra Valley Properties LLC	0	11812 San Vicente Blvd, Suite 500	Los Angeles	CA	90049	6243.3	Open
6	8	00008-Azalea SC-Southgate, CA	Azalea SC	South Gate	Azalea Joint Venture LLC	201 South Figueroa, Suite 300	0	Los Angeles	CA	90012	0	Open
7	10	00010-Corona Hills Marketplace-Corona, CA	Corona Hills Marketplace	Corona	Corona Hills Marketplace, LP	c/o Kimco Development	3333 New Hyde Park Road, Suite 100	New Hyde Park	NY	11042	9171.99	Open
8	19	00019-Long Beach Towne Ctr, Long Beach, CA	Long Beach Towne Ctr, Long Beach, CA	Long Beach	CREA/PPC Long Beach Town Center PO, L.L.C.	c/o Vestar Property Management	7575 Carson Boulevard	Long Beach	CA	90808	7601.12	Open
9	20	00020-Long Beach-Long Beach, CA	Long Beach	Long Beach	Ralph's Grocery Company	P.O. Box 54143	0	Los Angeles	CA	90054	4272.23	Open
10	21	00021-Harbor City-Torrance, CA	Harbor City	Torrance	Ralph's Grocery Company	P.O. Box 54143	0	Los Angeles	CA	90054	4123.92	Open
11	22	00022-Anaheim Plaza, Anaheim, CA	Anaheim Plaza, Anaheim, CA	Anaheim	PK II Anaheim Plaza LP	c/o Kimco Realty Corporation	3333 New Hyde Park Road, Ste 100	New Hyde Park	NY	11042	6226.89	Open
12	23	00023-Studio Village SC-Culver City, CA	Studio Village SC	Culver City	Raintree Realty LLC	100 Shoreline Highway	Bldg B, Suite 395	Mill Valley	CA	94941	0	Open
13	24	00024-San Dimas Marketplace-San Dimas, CA	San Dimas Marketplace	San Dimas	PK III San Dimas Marketplace, LP	c/o Kimco Realty Corporation	3333 New Hyde Park Rd., Suite 100	New Hyde Park	NY	11042	6195.67	Open
14	25	00025-Hollywood SC-Hollywood, CA	Hollywood SC	Hollywood	Ralph's Grocery Company	P.O. Box 54143	0	Los Angeles	CA	90054	4152.99	Open
15	26	00026-Norwalk-Norwalk, CA	Norwalk	Norwalk	Ralph's Grocery Company	P.O. Box 54143	0	Los Angeles	CA	90054	10884.53	Open
16	27	00027-Crenshaw Plaza Center-Los Angeles, CA	Crenshaw Plaza Center	Los Angeles	Slauson Crenshaw Associates Co.	c/o Charles Dunn Real Estate	800 W. Sixth Street, 6th Floor	Los Angeles	CA	90017	10857.47	Open
17	28	00028-Gateway Crossroads, Gardena, CA	Gateway Crossroads, Gardena, CA	Gardena	Fahmy Mushmel and Salam Mushmel, Trustees	c/o Mushmel Trust- Frank Mus	15445 Ventura Blvd., Ste 31	Sherman Oaks	CA	91403	6571.6	Open

Count	Store#	Property Name	Mall Name	City	Landlord	Address 1	Address 2	City	State	Zip	Prepetition Amount	Open
18	29	00029-Eagle Rock Los Angeles, CA	Eagle Rock	Los Angeles	Centro Eagle Rock LLC	c/o Madison Marquette Retail	2700 Colorado Blvd., Suite 230	Los Angeles	CA	90041	5482.68	Open
19	30	00030-Pacific Town Center, Stockton, CA	Pacific Town Center, Stockton, CA	Stockton	Stockton Pacific Associates, LLC	c/o Sequoia Land Investments	1-C Gate Five Road	Sausalito	CA	94965	4738.61	Open
20	31	00031- Marketplace 99- Elk Grove, CA	Marketplace 99	Elk Grove	NMC Upland LLC	c/o NewMark Merrill Company	5850 Canoga Avenue, Ste 650	Woodland Hills, CA	0	0	4950.05	Open
21	32	00032-Foothill Square-Oakland, CA	Foothill Square	Oakland	MacArthur Boulevard Associates	c/o Jay Phares Corporation	10700 MacArthur Blvd	Oakland	CA	94605	5659.58	Open
22	34	00034-Gateway Towne Center- Compton, CA	Gateway Towne Center	Compton	Gateway Towne Center, LLC	3189 Airway Avenue, Suite B	0	Costa Mesa	CA	2626-4612	0	Open
23	36	00036-Westridge SC-Salinas, CA	Westridge SC	Salinas	Alfred Sammut and Alice Sammut, as Trustees	18363 Meador Ridge Road	0	Salinas	CA	93907	5074.42	Open
24	37	00037-Crossroads at Santa Maria- Santa Maria, CA	Crossroads at Santa Maria	Santa Maria	SM 101 Six, LLC	2925 Bristol Street	0	Costa Mesa	CA	92626	6388.2	Open
25	38	00038-Fallbrook Center-West Hills, CA	Fallbrook Center	West Hills	ROIC California, LLC	c/o Real Opportunity Investme	8905 Towne Center Dr, STE 108	San Diego	CA	92122	6685.39	Open
26	39	00039-Vallejo Corners, Vallejo, CA	Vallejo Corners, Vallejo, CA	Vallejo	Brixmor Property Owner II, LLC	c/o Brixmor Properties Group	420 Lexington Avenue, 7th Floor	New York	NY	10170	4860.77	Open
27	40	00040-Mission Hills Plaza- Mission Hills, CA	Mission Hills Plaza	Mission Hills	Prime/CRDF Mission Hills LLC	c/o Primestor Development Inc	201 S. Figueroa Street, Ste 300	Los Angeles	CA	90012	9419.29	Open
28	47	00047-Quad at Whittier SC- Whittier, CA	Quad at Whittier SC	Whittier	Orchard Supply Hardware Corporation	c/o Sears, Roebuck and Co.	3333 Beverly Road	Hoffman Estates	IL	60179	6431.25	Open
29	53	00053-LA Alameda SC- Walnut Park, CA	LA Alameda SC	Walnut Park	La Alameda LLC	c/o Primestor Development Inc	201 S. Figueroa St, Suite 300	Los Angeles	CA	90012	0	Open
30	61	00061-Metro Center-Colma, CA	Metro Center	Colma	280 Metro Limited Partnership	c/o Kimco Realty Corp	3333 New Hyde Park Road	New Hyde Park	NY	11042	8450.1	Open
31	63	00063-Capitol Square Mall-San Jose, CA	Capitol Square Mall	San Jose	Capitol Square Partners	1388 Sutter Street	Suite 730	San Francisco	CA	94109	9396.57	Open
32	64	00064-Western Plaza-Los Angeles, CA	Western Plaza	Los Angeles	Western and Venice SC, LLC	0	8245 W. 4th Street	Los Angeles	CA	90048	9501.38	Open
33	65	00065-The Plant- San Jose, CA	The Plant	San Jose	Cole MT San Jose CA, LP	c/o Cole Real Estate Investme	2325 East Camelback Rd, Ste 1100	Phoenix	AZ	85016	7281.7	Open
34	70	00070-Chula Vista Center-Chula Vista, CA	Chula Vista Center	Chula Vista	Chula Vista Center, LLC	c/o Rouse Properties, Inc.	1114 Avenue of the Americas, Ste 2800	New York	NY	10036 7703	10345.65	Open
35	74	00074-Atlantic Square, Monterey, CA	Atlantic Square, Monterey, CA	Monterey Park	TRC MM LLC	c/o Terramar Retail Centers	5973 Avenida Encinas, Suite 300	Carlsbad	CA	92008	6273	Open

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36	75	00075-Lemon Grove Plaza- Lemon Grove, CA	Lemon Grove Plaza	Lemon Grove	Terramar Retail Centers, LLC	Santa Rita Plaza	5973 Avenida Encinas STE 300	Carlsbad	CA	96002	6052.68	Open
37	78	00078-Chino Town Square, Chino, CA	Chino Town Square, Chino, CA	Chino	PK I Chino Town Square LP	c/o Kimco Realty Corporation	3333 New Hyde Park Road	New Hyde Park	NY	11042	4714.29	Open
38	79	00079-Burbank- Burbank, CA	Burbank	Burbank	Sterik Burbank, LP	50 Tice Boulevard	0	Woodcliff Lake	NJ	07677	5904.81	Open
39	92	00092-Vineyard Valley Center- Fontana, CA	Vineyard Valley Center	Fontana	Mirlan	c/o Luko Management	16400 Pacific Coast Highway, Suite 207	Huntington Beach	CA	92649	6611.11	Open
40	94	00094-Valley Central, Lancaster, CA	Valley Central, Lancaster, CA	Lancaster	MGP IX Properties, LLC	MGP Unit #510-9	425 California Street, 11th Floor	San Francisco	CA	4104-2113	6366.9	Open
41	95	00095-Towngate Crossing-Moreno Valley, CA	Towngate Crossing	Moreno Valley	99 Cents Only Stores	4000 East Union Pacific Aven	0	City of Commerce	CA	90023	5996.67	Open
42	96	00096-Bristol Warner Marketplace- Santa Ana, CA	Bristol Warner Marketplace	Santa Ana	Auzone Santa Ana, LLC	c/o Newmark Merrill Company	5850 Canoga Ave., Suite 650	Woodland Hills	CA	91367	9253.64	Open
43	97	00097-The Plant- Van Nuys, CA	The Plant	Van Nuys	NF Plant Enterprises, LP	c/o Decron Properties	6222 Wilshire Blvd., suite 400	Los Angeles	CA	90048	7634.16	Open
44	98	00098-The Promenade- Garden Grove, CA	The Promenade	Garden Grove	HGGA Promenade, LP	23 Corporate Plaza, Suite 245	0	Newport Beach	CA	92660	0	Open
45	99	00099-Terra Vista Town Center-Rancho Cucamonga, CA	Terra Vista Town Center	Rancho Cucamonga	Terra Vista-Rancho Cucamonga	c/o James Real Estate Manage	17150 Newhope Street, Suite 802	Fountain Valley	CA	92708	8166.57	Open
46	101	00101-Anaheim Town Square- Anaheim, CA	Anaheim Town Square	Anaheim	NMC Anaheim LLC	18801 Venture Blvd., Suite 300	0	Tarzana	CA	91356	4666.67	Open
47	102	00102-Showcase at Indio-Indio, CA	Showcase at Indio	Indio	AJACKS Retail Partners I, LLP	c/o Luko Management	16400 Pacific Coast Highway #207	Huntington Beach	CA	92649	2925.15	Open
48	103	00103-Mount Vernon Plaza-San Bernardino, CA	Mount Vernon Plaza	San Bernardino	Wind Chime Properties, LP	6399 Wilshire Blvd., Suite 600	0	Los Angeles	CA	0048-5709	4798.98	Open
49	106	00106-The Marketplace- Oxnard, CA	The Marketplace	Oxnard	PDN Retail Center L.P.	c/o Operon Group	4 Upper Newport Plaza, Suite 100	Newport Beach	CA	92660	0	Open
50	107	00107-Century Plaza-Pittsburg, CA	Century Plaza	Pittsburg	Century Plaza Corporation	3890 Railroad Avenue	0	Pittsburg	CA	94565	5743.92	Open
51	108	00108-El Camino North SC- Oceanside, CA	El Camino North SC	Oceanside	PK II El Camino North, LP	c/o Kimco Realty	1631-B S. Melrose Drive	Vista	CA	92803	7813.43	Open

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52	109	00109-Wine Press SC-Fresno, CA	Wine Press SC	Fresno	AMI Winepress, L.P.	5 River Park Place West, Suite 0		Fresno	CA	93720	4666.67	Open
53	110	00110-Valley Plaza-North Hollywood, CA	Valley Plaza	North Hollywood	Valley Plaza, LLC	The Arba Group, Inc.	6300 Wilshire Blvd., Suite 1800	Los Angeles	CA	90048	0	Open
54	112	00112-Redlands Pavilion SC-Redlands, CA	Redlands Pavilion SC	Redlands	Goldland Property Investments, LLC	c/o CBRE	4141 Inland Empire Blvd, Ste 100	Ontario	CA	91764	7056.96	Open
55	114	00114-Northlake Square SC-Pasadena, CA	Northlake Square SC	Pasadena	W/J Commercial Venture, L.P.	2716 Ocean Park Blvd., Suite 20		Santa Monica	CA	90405	3111.11	Open
56	115	00115-Ocean Gate SC-Hawthorne, CA	Ocean Gate SC	Hawthorne	Oceangate Property, LLC	The Arba Group, Inc.	6300 Wilshire Blvd., Suite 1800	Los Angeles	CA	90048	0	Open
57	116	00116-Eastgate SC-Fresno, CA	Eastgate SC	Fresno	EASTGATE CENTER LLC	c/o Paytner Realty & Investme	17671 Irvine Blvd, Ste 204	Tustin	CA	92780	4827.07	Open
58	118	00118-Visalia SC-Visalia, CA	Visalia SC	Visalia	JMWHP Visalia, LLC	c/o Center West Capital, LLC	1039 Murray Street, Ste 200	San Luis Obispo	CA	93405	6130.1	Open
59	123	00123-Pico Rivera Towne Center-Pico Rivera, CA	Pico Rivera Towne Center	Pico Rivera	Vestar California XXVI, LLC	2425 E. Camelback Rd., Suite 0		Phoenix	AZ	85016	7623.78	Open
60	124	00124-Best Plaza-Torrance, CA	Best Plaza	Torrance	Escondido Mission Village	5757 W. Century Blvd., Suite 0		Los Angeles	CA	90045	7166.33	Open
61	130	00130-Northridge Plaza, Northridge, CA	Northridge Plaza, Northridge, CA	Northridge	NLSR, LP	LB Prop Mgmt	4730 Woodman Ave, Ste 200	Sherman Oaks	CA	91423	0	Open
62	132	00132-Montclair East SC-Montclair, CA	Montclair East SC	Montclair	GSMS 2005-GG4 Moreno Drive LP	c/o LNR Partners, LLC	1601 Washington Avenue, Ste 700	Miami Beach	FL	33139	7374.99	Open
63	133	00133-Viejas Outlet Center, Alpine, CA	Viejas Outlet Center, Alpine, CA	Alpine	Viejas Springs Village Outlet Center	5005 Willows Road, Suite 229 0		Alpine	CA	91901	0	Open
64	136	00136-Palm Plaza-Temecula, CA	Palm Plaza	Temecula	Kir Temecula L.P.	3333 New Hyde Park Road, Su	0	New Hyde Park	NY	11042	7899.87	Open
65	137	00137-North Country Square SC-Vista, CA	North Country Square SC	Vista	PetsMart, Inc.	19601 N. 27th Avenue	0	Phoenix	AZ	85072	7018.67	Open
66	141	00141-The Village Center-Victorville, CA	The Village Center	Victorville	Han & Brothers Capital, LLC	c/o IDS Real Estate GRoup	515 S. Figueroa Street, 16th Floor	Los Angeles	CA	90071	9717.89	Open
67	143	00143-Southgate Plaza-Sacramento, CA	Southgate Plaza	Sacramento	WCP Southgate Plaza LLC	c/o Ares Management LLC	One North Wacker Drive, 48th Floor	Chicago	IL	60606	4373.5	Open
68	144	00144-Fremont Hub-Fremont, CA	Fremont Hub	Fremont	Fremont Retail Partners, L.P.	3333 New Hyde Park Road, Su	0	New Hdye Park	NY	11042	3888.89	Open
69	145	00145-Country Club Centre-Sacramento, CA	Country Club Centre	Sacramento	Country Club Centre Group LLC	c/o Tourmaline Capital	2445 Fifth Avenue, Suite 210	San Diego	CA	92101	5769.31	Open

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70	146	00146-Grossmont Center-La Mesa, CA	Grossmont Center	La Mesa	Rainbow Investment Trust Co	c/o Grossmont Center Shopping	5500 Grossmont Center Drive #213	LaMesa	CA	91942	6383.88	Open
71	149	00149-Ming Around the Corner, Bakersfield, CA	Ming Around the Corner, Bakersfield, CA	Bakersfield	Peter P. Bollinger 2003 LLC	540 Fulton Avenue	0	Sacramento	CA	95825	7044.14	Open
72	151	00151-Westland Fair SC-Las Vegas, NV	Westland Fair SC	Las Vegas	Weingarten Nostat, Inc.	860 S. Rancho Drive, Suite 10	0	Las Vegas	NV	89106	0	Open
73	153	00153-Nellis Crossing SC-Las Vegas, NV	Nellis Crossing SC	Las Vegas	Nellis Crossing, LP	Buckeye Investments	0	Las Vegas	NV	89103	5867.87	Open
74	154	00154-Tropicana Beltway Center-Las Vegas, NV	Tropicana Beltway Center	Las Vegas	Weingarten Maya Tropicana LLC	2600 Citadel Plaza Drive	0	Houston	TX	7292-4133	0	Open
75	156	00156-Silverado Ranch Plaza-Las Vegas, NV	Silverado Ranch Plaza	Las Vegas	Silverado Ranch Plaza, LLC	One Towne Square	Suite 1913	Southfield	MI	48322	5018.02	Open
76	157	00157-Galleria Commons-Henderson, NV	Galleria Commons	Henderson	Centro GA Galleria, LLC	c/o Centro Properties Group	420 Lexington Avenue, 7th Floor	New York	NY	10170	6222.22	Open
77	158	00158-North Mesa Shopping Center-N Las Vegas, NV	North Mesa Shopping Center	North Las Vegas	Retail Center Partners, Ltd.	2716 Ocean Park Boulevard	Suite 2025	Santa Monica	CA	90405	6780.02	Open
78	159	00159-Blue Diamond Crossing-Las Vegas, NV	Blue Diamond Crossing	Las Vegas	Blue Diamond II, LLC	c/o Juliet Realty Group	8375 W. Flamingo, Suite 200	Las Vegas	NV	89147	5582.11	Open
79	165	00165-Merced Marpetplace-Merced, CA	Merced Marpetplace	Merced	NF Merced-LH, LLC/NF Merced Conn., LLC	C/o Decron Properties	9222 Wilshire Blvd., Suite 400	Los Angeles	CA	90048	6222.63	Open
80	166	00166-Marketplace at Riverpark-Fresno, CA	Marketplace at Riverpark	Fresno	CCRP	265 E. River Park Circle, Suite 0	0	Fresno	CA	93720	0	Open
81	167	00167-Clovis Crossing SC-Clovis, CA	Clovis Crossing SC	Clovis	Clovis-Herdon Center II, LLC	Paynter Realty & Investments	17671 Irvine Blvd, Ste 204	Tustin	CA	92780	7475.26	Open
82	170	00170-Desert Sky Festival SC-Phoenix, AZ	Desert Sky Festival SC	Phoenix	Westfest L.L.C.,	c/o Eagle Commercial Realty	2929 N. 44th Street, Suite 345	Phoenix	AZ	85018	0	Open
83	171	00171-Bell Towne Plaza-Phoenix, AZ	Bell Towne Plaza	Phoenix	Bell Towne Center Associates, LLC	16842 N. 7th Street, Suite 7	0	Phoenix	AZ	85022	4819.6	Open
84	172	00172-Christown Spectrum Mall-Phoenix, AZ	Christown Spectrum Mall	Phoenix	Coventry II DDR Phoenix Spectrum SPE LLC	c/o Coventry Real Estate Adv	8401 Chagrin Road, Suite 1	Chagrin Falls	OH	44023	7153.3	Open
85	175	00175-Peoria Crossings SC-Peoria, AZ	Peoria Crossings SC	Glendale	Inland Western Glendale, L.L.C.	RPAI Southwest Management	2021 Spring Road, Suite 200	Oak Brook	IL	60523	6652.09	Open

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86	176	00176-Talavi Town Center- Glendale, AZ	Talavi Town Center	Glendale	Kimco Talavi Town Center, LLC	c/o Kimco Realty Corporatoin	23 Mauchly, Suite 100	Irvine	CA	92618	9161.26	Open
87	183	00183-Santan Gateway(North)- Chandler, AZ	Santan Gateway(North)	Chandler	CTW-Santan North, LLC	c/o Pacific Capital Managem	1400 Rocky Ridge Drive, Ste 150	Roseville	CA	95661	6498.31	Open
88	184	00184-Alameda Crossing- Avondale, AZ	Alameda Crossing	Avondale	Alameda Venture, LLC	c/o West Valley Properties, In	1840 E. Warner Road, Suite 137	Tempe	AZ	85284	5929.27	Open
89	186	00186-Mesa Ranch Plaza- Mesa, AZ	Mesa Ranch Plaza	Mesa	RDEV Mesa Ranch, LLC	c/o Reddy Development	16679 N. 90th Street, Ste 101	Scottsdale	AZ	85260	4754.67	Open
90	188	00188-Arcadia Crossing-Phoenix, AZ	Arcadia Crossing	Phoenix	Acadia Crossing LLC	c/o Fry Investment Company L	4241 N. Winfield Scott Plaza, Suite 201	Scottsdale	AZ	88251	3862.96	Open
91	190	00190-Tucson Place SC-Tucson, AZ	Tucson Place SC	Tucson	Tucson Place Partners, LLC	c/o Larsen Baker, LLC	6298 E. Grant Road, #100	Tucson	AZ	85712	0	Open
92	191	00191-Tucson Spectrum SC, Tucson, AZ	Tucson Spectrum SC, Tucson, AZ	Tucson	DDR Tucson Spectrum I LLC	c/o DDR Corp	3300 Enterprise Parkway	Beachwood	OH	44122	6364.05	Open
93	192	00192-Swanway Plaza-Tucson, AZ	Swanway Plaza	Tucson	TSP LP I, L.P.	c/o Progressive Property Mgmt	4728 E. Broadway Blvd	Tucson	AZ	85711	6768.58	Open
94	194	00194-El Paseo-El Paso, TX	El Paseo	El Paso	River Oaks El Paseo LLC	c/o River Oaks Properties	106 Mesa Park	El Paseo	TX	79912	0	Open
95	196	00196-Fox Plaza Shopping Center- El Paso, TX	Fox Plaza Shopping Center	El Paso	Recal-Fox Plaza, Ltd.	30162 Tomas, Suite 204	0	Rancho Santa Marg	CA	92688	0	Open
96	197	00197-Plaza De Flores-El Paso, TX	Plaza De Flores	El Paso	Verde Paso Partners, LP	c/o Mimco Inc.	6500 Montana Avenue	El Paso	TX	79925	0	Open
97	198	00198-Coronado Hills SC-El Paso, TX	Coronado Hills SC	El Paso	River Oaks Coronado, LLC	c/o River Oaks Properties	106 Mesa Park Drive	El Paso	TX	79912	0	Open
98	200	00200-Northtown Plaza-Houston, TX	Northtown Plaza	Houston	Brixmor Holdings 12 SPE, LLC	420 Lexington Avenue, 7th Flo	0	New York	NY	10170	0	Open
99	201	00201-Alameda Crossing-Houston, TX	Alameda Crossing	Houston	ARCP MT Houston TX, LLC	American Realty Capital Partn	2325 East Camelback Road, Ste 1100	Phoenix	AZ	85016	0	Open
100	203	00203-Fondren Southwest SC-Houston, TX	Fondren Southwest SC	Houston	Surrey Fondren Investors, LLC	c/o Surrey Equities, LLC	40 Fulton Street, 6th Floor	New York	NY	10038	0	Open
101	204	00204-Northbrook SC-Houston, TX	Northbrook SC	Houston	WRI Retail Pool I, L.P.	PO Box 924133	0	Houston	TX	7292-4133	0	Open
102	205	00205-North Park Plaza SC- Beaumont, TX	North Park Plaza SC	Beaumont	Eastex Venture	2600 Citadel Drive	0	Houston	TX	77008	0	Open

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103	207	00207-Westheimer Commons-Houston, TX	Westheimer Commons	Houston	CA New Plan Fixed Rate Partnership, L.P.	c/o Brixmor Property Group	420 Lexington Ave 7th Floor	New York	NY	10170	0	Open
104	210	00210-North Oaks SC-Houston, TX	North Oaks SC	Houston	WC North Oaks Houston, LP	World Class Capital Group LL	401 Congress Avenue 33rd Floor	Austin	TX	78701	0	Open
105	211	00211-Gulfgate SC-Houston, TX	Gulfgate SC	Houston	Houston Gulfgate Partners, L.P.	c/o Wulfe Management Service	1800 Post Oak Blvd., 6 BLVD Place, Suite 400	Houston	TX	77056	0	Open
106	212	00212-Shops at Three Corners-Houston, TX	Shops at Three Corners	Houston	Main/O.S.T., Ltd.	2600 Citadel Plaza Drive	0	Houston	TX	77008	0	Open
107	214	00214-Pasadena Town Plaza, Pasadena, TX	Pasadena Town Plaza, Pasadena, TX	Pasadena	A-S 106 Pasadena Towne Center, L.P.	8827 W. Sam Houston Pkwy	Suiter 200	Houston	TX	77040	0	Open
108	215	00215-Steeplechase SC-Houston, TX	Steeplechase SC	Houston	Jones 1960 Crossroads, LLC	PO Box 130564	0	Spring	TX	77393	0	Open
109	216	00216-New Forest Crossing SC-Houston, TX	New Forest Crossing SC	Houston	MB Houston New Forest II Limited Partnership	c/o IA Management LLC/ Bld	2809 Butterfield Road, Suite 200	Oak Brook	IL	60523	0	Open
110	217	00217-Hearthstone Corners SC-Houston, TX	Hearthstone Corners SC	Houston	BRE Retail Residual Owner I LLC	420 Lexington Avenue, 7th Flo	General Counsel	New York	NY	10170	0	Open
111	218	00218-Riceland Pavillion-Baytown, TX	Riceland Pavillion	Baytown	Donna and Andrew Rosenberg Trust of 2002	c/o Angela K. Hess, CPA., PC	3321 Bell Street, Ste C	Amarillo	TX	79106	0	Open
112	219	00219-Baybrook Mall-Friendswood, TX	Baybrook Mall	Friendswood	Davis Bros., LLC	1221 McKinney, Suite 3100	Attn: Lance Davis	Houston	TX	77010	0	Open
113	220	00220-South Park Mall-San Antonio, TX	South Park Mall	San Antonio	B&B South Park Mall LLC	124 Johnson Ferry Road	Asset Manager-South Park	Atlanta	GA	30328	0	Open
114	221	00221-Austin Heights SC-San Antonio, TX	Austin Heights SC	San Antonio	Principle Equity Properties, LP	10303 Northwest Freeway, Ste	0	Houston	TX	77092	0	Open
115	222	00222-Westover Marketplace Relo-San Antonio, TX	Westover Marketplace Relo	San Antonio	Inland American San Antonio Westover, L.L.C.	C/O IA Management LLC #40	2809 Butterfield Road, Suite 200	Oak Brook	IL	60523	0	Open
116	223	00223-Wonderland of Americas Mall-San Antonio, TX	Wonderland of Americas Mall	San Antonio	Crossroads Mall Partners, Ltd	c/o Wonderland of the Americ	4522 Frederiskdburg Road #124	San Antonio	TX	78201	0	Open
117	224	00224-Mission Crossing SC-San Antonio, TX	Mission Crossing SC	San Antonio	Pleasanton Partners, L.P.	c/o Mimco, Inc.	6500 Montana Avenue	El Paso	TX	79925	0	Open
118	225	00225-Fiesta Trails, Vance Jackson-San Antonio, TX	Fiesta Trails, Vance Jackson	San Antonio	WRI Fiesta Trails, LP	2600 Citadel Plaza	0	Houston	TX	77008	0	Open

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119	226	00226-Forum at Olympia Parkway-Live Oak, TX	Forum at Olympia Parkway	Live Oak	Forum Lone Star, LP	One Executive Boulevard	0	Yonkers	NY	10701	0	Open
120	229	00229-Alamo Ranch SC-San Antonio, TX	Alamo Ranch SC	San Antonio	Alamo Ranch Marketplace TX LP	c/o Rio Con (America) Manag	307 Fellowship Road, Suite 116	Mount Laurel	NJ	08054	0	Open
121	231	00231-Redbird Hill Center-Dallas, TX	Redbird Hill Center	Dallas	Red Mountain Asset Fund I, LLC	c/o RiverRock Real Estate Gro	100 Bayview Circle, Suite 2600	Newport Beach	CA	92660	0	Open
122	232	00232-Market East SC-Mesquite, TX	Market East SC	Mesquite	Market East Associates, LLC	c/o Fidelis Realty Partners	4500 Bissonnet Street, Suite 300	Bellaire	TX	77401	0	Open
123	233	00233-Trinity Valley SC-Carrollton, TX	Trinity Valley SC	Carrollton	Josey/Trinity Mills, Ltd	3102 Maple Avenue, Suite 500	0	Dallas	TX	75201	1503.02	Open
124	234	00234-Lake Worth Towne Crossing-Lake Worth, TX	Lake Worth Towne Crossing	Lake Worth	RPAI Southwest Management LLC	2021 Spring Road, Ste 200	0	Oak Brook	IL	60523	0	Open
125	235	00235-Overton Park Plaza-Fort Worth, TX	Overton Park Plaza	Fort Worth	Weingarten Realty Investors	0	P.O. Box 924133	Houston	TX	7292-4133	0	Open
126	236	00236-Irving Town Center-Irving, TX	Irving Town Center	Irving	Beltline/Airport Freeway, LTD	3102 Maple Avenue, Suite 500	0	Dallas	TX	75201	0	Open
127	237	00237-Lake Air Mall-Waco, TX	Lake Air Mall	Waco	Lake Air Holdings, LLC	c/o HPRI Waco Centers	3600 N. Capital of Texas Hwy, B-250	Austin	TX	78746	0	Open
128	241	00241-Las Tiendas Plaza-Brownsville, TX	Las Tiendas Plaza	Brownsville	Kimco Brownsville, LP	c/o Kimco Realty Corporation	3333 New Hyde Park Rd., #100	New Hyde Park	NY	11042	0	Open
129	242	00242-Lancaster Corners SC-Lancaster, TX	Lancaster Corners SC	Lancaster	VMY Properties LLC	c/o 312 Management	5918 Lovell Avenue	Fort Worth	TX	76107	0	Open
130	243	00243-Expressway Plaza SC-Killeen, TX	Expressway Plaza SC	Killeen	Morris Venture Partners V, LLC	c/o Charter Killeen Manageme	3000 South 31st Street, Ste 500	Temple	TX	76502	0	Open
131	245	00245-Montgomery Plaza-Conroe, TX	Montgomery Plaza	Conroe	American National Insurance Company	2525 South SHore Boulevard, S	0	League City	TX	77573	0	Open
132	247	00247-Sharyland Towne Crossing-Mission, TX	Sharyland Towne Crossing	Mission	Shary Retail, Ltd.	c/o Weingarten Realty	2600 Citadel Plaza Dr., Suite 300	Houston	TX	77008	0	Open
133	250	00250-Westside South SC-Gretna, LA	Westside South SC	Gretna	Gretna Realty Associates LLC	c/o American Commercial Re	324 Datura Street, Suite 102	West Palm Beach	FL	33401	7844.24	Open
134	252	00252-Deerbrook Crossing-Humble, TX	Deerbrook Crossing	Humble	MLCSV10, LLC	David Z Mafrige Interests	9219 Katy Freeway, Suite 291	Houston	TX	77024	742	Open
135	253	00253-Hammond Aire Plaza-Baton Rouge, LA	Hammond Aire Plaza	Baton Rouge	Kimco Baton Rouge 1183, LLC	3333 New Hyde Park Road	Suite 100	New Hyde Park	YT	11042	7440.31	Open

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136	256	00256-Town & Country Plaza SC-Hammond, LA	Town & Country Plaza SC	Hammond	ER/CPC Hammond, LLC	c/o Core Property Mgmt, LLC	800 Vanderbilt Beach Road	Naples	FL	34108	3004.07	Open
137	257	00257-Park Plaza SC-Lake Charles, LA	Park Plaza SC	Lake Charles	Interra Sky Lake Charles LLC	2400 Augusta Drive	Suite 350	Houston	TX	77057	3200.11	Open
138	259	00259-Northgate Mall-Lafayette, LA	Northgate Mall	Lafayette	1800 NE Evangeline Thwy Lafayette LLC	c/oSRSA Commercial Real Es	2555 Severn Ave., Suite 200	Metairie	LA	70002	3111.11	Open
139	260	00260-Dauphin Square SC-Mobile, AL	Dauphin Square SC	Mobile	Northside, Ltd.	Cummings & Associates	One Houston Street	Mobile	AL	36606	4509.17	Open
140	261	00261-Crestwood Festival Centre-Birmingham, AL	Crestwood Festival Centre	Birmingham	Festival Center Birmingham, LP	c/o Southeast Commercial Ma	1401 Providence Park, Suite 250	Birmingham	AL	35242	4206	Open
141	269	00269-Fremaux Town Center, Slidell, LA	Fremaux Town Center, Slidell, LA	Slidell	Slidell Development Company, LLC	c/o Stirling Properties, LLC	109 Northpark Blvd, Ste 300	Covington	LA	70433	7099.17	Open
142	271	00271-Park North Plaza-San Antonio, TX	Park North Plaza	San Antonio	PN Plaza Investments, L.P.	HPI Real Estate Management	842 NW Loop 410 Suite 119	San Antonio	TX	78216	0	Open
143	272	00272-Shoppes at Port Arthur-Port Arthur, TX	Shoppes at Port Arthur	Port Arthur	Cole MT Port Arthur TX, LLC	c/o Cole Real Estate Investme	2325 East Camelback Rd, Ste 1100	Phoenix	AZ	85016	0	Open
144	273	00273-Central Station Center, College Station, TX	Central Station Center, College Station, TX	College Station	Brixmor/IA Central Station, LLC	c.o Brixmor Property Group	420 Lexington Avenue, 7th Floor	New York	NY	10170	0	Open
145	274	00274-Richardson Square, Richardson, TX	Richardson Square, Richardson, TX	Richardson	Richardson Square, LLC	1366 Momentum Place	0	Chicago	IL	0689-5313	0	Open
146	275	00275-Brazos Town Ctr-Rosenberg, TX	Brazos Town Ctr	Rosenberg	Brazos TC South Partnership A, LP	8827 W. Sam Houston Pkwy.,	Suite 200	Hoston	TX	77040	0	Open
147	276	00276-Northeast Marketplace, Houston, TX	Northeast Marketplace, Houston, TX	Houston	NEMP Holdings, L.P.	c/o Capcor Management	3939 Washington Avenue Ste 230	Houston	TX	77007	0	Open
148	277	00277-Southway Shopping Center, Houston, TX	Southway Shopping Center, Houston, TX	Houston	ARC SWHOUTX001, LLC	405 Park Avenue, 15th Floor	0	New York	NY	10022	0	Open
149	278	00278-Valley Crossing SC, Weslaco, TX	Valley Crossing SC, Weslaco, TX	Weslaco	Capcor Weslaco, Ltd.	c/o Capcor Management LLC	3939 Washington Avenue, Ste 230	Houston	TX	77007	0	Open
150	279	00279-Bardin Place, Arlington, TX	Bardin Place, Arlington, TX	Arlington	Centro NP Holdings 1 SPE, LLC	c/o Centro Properties Group	420 Lexington Avenue, 7th Floor	New York	NY	10170	0	Open
151	280	00280-Lakeview Village-DLberville, MS	Lakeview Village	DLberville	Lakeview S/C Partners, Ltd.	1800 West Loop South, #1860	0	Houston	TX	77027	4149.95	Open

Count	Store#	Property Name	Mall Name	City	Landlord	Address 1	Address 2	City	State	Zip	Prepetition Amount	Open
152	284	00284-Great Southwest Crossings-Grand Prairie, TX	Great Southwest Crossings	Grand Prairie	Great Southwest Crossing Grand Prairie TX LP	307 Fellowship Road	Suite 116	Mt. Laurel	MD	08054	0	Open
153	286	00286-La Gran Plaza-Forth Worth, TX	La Gran Plaza	Fort Worth	Town Center Mall, L.P.	4200 S. Freeway, Suite 2500	0	Fort Worth	TX	76115	0	Open
154	287	00287-Rio Norte SC-Larado, TX	Rio Norte SC	Laredo	Gemini Property Management, LLC	16740 Birkdale Commons Park	Suite 306	Huntersville	NC	28708	0	Open
155	288	00288-Cameron Crossing-McKinney, TX	Cameron Crossing	McKinney	Covington Cameron Acquisition 1-34, LLC	Covington Property Manageme	30 S. Wacker Suite 2750	Chicago	IL	60606	0	Open
156	290	00290-Buckner Commons-Dallas, TX	Buckner Commons	Dallas	Buckner Jubilee Investments Group, LLC	5555 North Lamar	Suite L-113	Austin	TX	78751	0	Open
157	292	00292-Gentilly Plaza, Gentilly, LA	Gentilly Plaza, Gentilly, LA	New Orleans	JNPR, L.L.C.	5432 David Drive	0	Kenner	LA	70065	4871.61	Open
158	293	00293-Shoppes at Rio Grande Valley, Edinburg, TX	Shoppes at Rio Grande Valley, Edinburg, TX	Edinburg	Shoppes at Rio Grande Valley, LP	c/o First Hartford Realty	149 Colonial Road	Manchester	CT	06042	0	Open
159	294	00294-Elmwood Shopping Center-New Orleans, LA	Elmwood Shopping Center	Harahan	Elmwood Retail Properties, L.L.C.	c/o Lauricella Land Company	1200 S. Clearview Pkwy, Ste 1166	New Orleans	LA	70123	9933.09	Open
160	298	00298-Capitol Plaza-Austin, TX	Capitol Plaza	Austin	Capital/Highway 35, LTD	c/o Cencor Realty Services, In	4200 N. Lamar Street 200	Austin	TX	78756	0	Open
161	302	00302-Greenbriar Mall-Atlanta, GA	Greenbriar Mall	Atlanta	KDI Atlanta Mall, LLC	c/o Hendron Properties, LLC	3445 Peachtree Road, N.E., Suite 465	Atlanta	GA	30326	6815.72	Open
162	304	00304-Newnan Pavilion SC-Newnan, GA	Newnan Pavilion SC	Newnan	DDRTC Newnan Pavilion LLC	c/o Developers Diversified Rec	3300 Enterprise Parkway	Beachwood	OH	44122	7980.69	Open
163	305	00305-Stonemont Village-Stone Mountain, GA	Stonemont Village	Stone Mountain	Stonemont Partnership, LTD	1100 Spring St.	0	Atlanta	GA	0309-2848	3483.74	Open
164	306	00306-Southlake Pavilion-Morrow, GA	Southlake Pavilion	Morrow	1956-1994 Mount Zion Road Holdings, LLC.	c/o The Shopping Center Group	300 Galleria Parkway, 12th Floor	Atlanta	GA	30339	1624.47	Open
165	308	00308-Stonecrest Mall-Lithonia, GA	Stonecrest Mall	Lithonia	SCD at Stonecrest Festival LLC	c/o Southern Commercial Dev	4828 Ashford Dunwoody Road, Suite 400	Atlanta	GA	30338	8458.87	Open
166	309	00309-Fayette Pavilion SC-Fayetteville, GA	Fayette Pavilion SC	Fayetteville	DDRTC Fayette Pavilion III and IV LLC	c.o Developers Diversified Re	3300 Enterprise Parkway	Beachwood	OH	44122	6547.76	Open
167	310	00310-Venture Pointe SC-Duluth, GA	Venture Pointe SC	Duluth	Brixmor Operating Partnership 2, LLC	420 Lexington Avenue	7th Floor - Attn: General Counsel	New York	NY	10170	7777.77	Open
168	312	00312-Home Center Village-Marietta, GA	Home Center Village	Marietta	Chastian Meadows 2014, LLC	6810 North State Road 7	0	Coconot Creek	FL	33073	2216.67	Open
169	313	00313-Heritage Pavilion-Smyrna, GA	Heritage Pavilion	Smyrna	DDRTC Heritage Pavilion LLC	3300 Enterprise Parkway	Attn: Executive VO Leasing	Beachwood	OH	44122	6164.49	Open

Count	Store#	Property Name	Mall Name	City	Landlord	Address 1	Address 2	City	State	Zip	Prepetition Amount	Open
170	315	00315-Snellville Pavilion, Snellville, GA	Snellville Pavilion, Snellville, GA	Snellville	KIR Snellville, LP	c/o Kimco Realty Corporation	3333 New Hyde Park Road, Suite 100	New Hyde Park	NY	11042	5679.67	Open
171	317	00317-Shops on the Circle-Dothan, AL	Shops on the Circle	Dothan	G&I VIII RCG Dothan LLC	RCG Ventures I, LLC	3060 Peachtree Road NW, Suite 400	Atlanta	GA	30305	0	Open
172	319	00319-Douglasville Pavilion, Douglasville, GA	Douglasville Pavilion, Douglasville, GA	Douglasville	DDR Douglasville Pavilion, LLC	DDR Corp	3300 Enterprise Parkway	Beachwood	OH	44122	3922.25	Open
173	320	00320-Colonial Promenade Tannehill-Besemer, AL	Colonial Promenade Tannehill	Besemer	CAPREF Tannehill LLC	c/o Cypress Acquisition Partners	8343 Douglas Avenue, Suite 200	Dallas	TX	75225	4698.89	Open
174	347	00347-Concord Shopping Plaza-Miami, FL	Concord Shopping Plaza	Miami	GRI-EQY (Concord) LLC	1600 NE Miami Gardens Drive	0	North Miami Beach	FL	33179	8765.43	Open
175	348	00348-Midway Plaza-Tamarac, FL	Midway Plaza	Tamarac	DDRM Midway Plaza LLC	c/o Developers Diversified Real Estate	3300 Enterprise Parkway, EVP Leasing	Beachwood	OH	44122	6519.02	Open
176	349	00349-The Plaza at Delray-Delray Beach, FL	The Plaza at Delray	Delray Beach	Linton Delray, LLC	c/o Ramco-Gershenson Properties	31500 Northwestern Highway, Suite 300	Farmington Hills	MI	48334	4946.67	Open
177	350	00350-Lauderdale Lakes Mall-Lauderdale Lakes, FL	Lauderdale Lakes Mall	Lauderdale Lakes	Lakes Mall Investments, LLC	c/o IMC Property Mgmt & Maintenance	696 N. E. 125th Street	North Miami	FL	33161	7301.49	Open
178	352	00352-Oakwood Plaza-Hollywood, FL	Oakwood Plaza	Hollywood	Oakwood Plaza Ltd. Ptship	3333 New Hyde Park Road, Suite 100	0	New Hyde Park	NY	1042-0020	11905.6	Open
179	354	00354-Point Royal Miami-Miami, FL	Point Royal Miami	Miami	Equity One (Point Royale), Inc.	1600 NE Miami Gardens Drive	0	North Miami Beach	FL	33179	7816.86	Open
180	355	00355-University Marketplace-Pembroke Pines, FL	University Marketplace	Pembroke Pines	UMP Real Estate Holding, LLC	c/o Onyx Management Enterprises	3550 Biscayne Blvd Suite 501	Miami	FL	33137	0	Open
181	356	00356-Central SC-Miami, FL	Central SC	Miami	Hayday, Inc.	401 NW 38th Ct.	0	Miami	FL	33126	14757.56	Open
182	358	00358-Pine Trail Square-West Palm Beach, FL	Pine Trail Square	West Palm Beach	Pine Trail Square, LLC	101 Plaza Real South, Suite 200	0	Boca Raton	FL	33432	9032.64	Open
183	359	00359-Palm Springs Mile SC-Hialeah, FL	Palm Springs Mile SC	Hialeah	Palm Springs Mile Associates, Ltd., AP Florida LLC	419 West 49th Street, Suite 300	0	Hialeah	FL	33012	0	Open
184	362	00362-El Mercado Shopping Center-Hialeah, FL	El Mercado Shopping Center	Hialeah	EL Mercado Associates, LTD.	c/o Continental Real Estate Company	2121 Ponce de Leon Blvd., Suite 1250	Coral Gables	FL	33134	8572.06	Open

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185	365	00365-Mall at 163rd Street-North Miami, FL	Mall at 163rd Street	North Miami	ERT 163rd Street Mall, LLC	c/o Brixmor Property Group	420 Lexington Avenue, 7th Floor	New York	NY	10170	10918.74	Open
186	366	00366-Northridge Shopping Center-Oakland Park, FL	Northridge Shopping Center	Oakland Park	WRI JT Northridge LP	c/o Weingarten Realty Investo	PO Box 924133	Houston	TX	7292-4133	0	Open
187	367	00367-Lakewood Shopping Center-Margate, FL	Lakewood Shopping Center	Margate	Lakewood Retail, LLC	400 Clematis Street, Suite 201	0	West Palm Beach	FL	33401	6111.85	Open
188	371	00371-University Mall-Tampa, FL	University Mall	Tampa	University Mall Portwood Owner, LLC	c/o RD Management	810 Seventh Avenue, 10th Floor	New York	NY	10019	0	Open
189	375	00375-Miami Gardens-Miami, FL	Miami Gardens	Hialeah	Centro NP Miami Gardens, LLC	c/o Centro Properties Group	420 Lexington Avenue, 7th Floor	New York	NY	10170	8654.7	Open
190	376	00376-Flagler Park Plaza-Miami, FL	Flagler Park Plaza	Miami	Flagler S.C., LLC	c/o Kimco Realty Corporation	3333 New Hyde Park Road, Ste 100	New Hyde Park	NY	11042	6874.61	Open
191	392	00392-London Square-Miami, FL	London Square	Miami	BVK London Square LLC	c/o RREEF	3414 Peachtree Road NE	Atlanta	GA	30326	0	Open
192	405	00405-Chatham Ridge SC, Chicago, IL	Chatham Ridge SC, Chicago, IL	Chicago	Inland Commercial Property Management, Inc.	2901 Butterfield Road	0	Oakbrook	IL	60523	13975.58	Open
193	408	00408-The Landings SC-Lansing, IL	The Landings SC	Lansing	Lansing Partners I, LLC	15 West 34th Street, 8th Floor	0	New York	NY	10001	9425.03	Open
194	411	00411-Ford City North-Chicago, IL	Ford City North	Chicago	SCI Ford City - Chicago LLC	c/o Mid America Asset Mgmt,	One Parkview Plaza, 9th Floor	Oakbrook Terrace	IL	60181	8274.32	Open
195	417	00417-Loomis SC-Milwaukee, WI	Loomis SC	Milwaukee	Loomis Centre, LLC	c/o Lears & Co.	3100 Dundee Road, Suite 308	Northbrook	IL	60062	4961.43	Open
196	418	00418-Midtown Center-Milwaukee, WI	Midtown Center	Milwaukee	Mid Milk Improvements, LLC	c.o DLC Management Corp	580 White Plains Road, 3rd Floor	Tarrytown	NY	10591	7551.6	Open
197	419	00419-76th & Stoney Island-Chicago, IL	76th & Stoney Island	Chicago	Gendell Partners 76th and Stony Island, LLC	c/o Terraco, Inc.	3201 Old Glenview Road, Suite 300	Wilmette	IL	60091	5797.51	Open
198	420	00420-West Allis Town Center-West Allis, WI	West Allis Town Center	West Allis	Ramco-Gershenson Properties LP	31500 Northwestern Highway,	0	Farmington Hills	MI	48334	3888.89	Open
199	421	00421-Hawthorne Works-Chicago, IL	Hawthorne Works	Chicago	Hawthorne Works Center, LTD	340 Royal Poinciana Way	Suite 316	Palm Beach	FL	33480	7881.72	Open
200	422	00422-Gateway Centre-Chicago, IL	Gateway Centre	Chicago	SEC Clark & Howard, LLC	c/o Stockbridge Capital Group	4 Embarcadero Center, Ste 3300	San Francisco	CA	94111	5821.43	Open
201	423	00423-Marshfield Plaza-Chicago, IL	Marshfield Plaza	Chicago	Primestor 119th, LLC	c/o UCR Asset Services	8080 Park Lane, Suite 800	Dallas	TX	75231	0	Open
202	424	00424-Rivercrest SC- Crestwood, IL	Rivercrest SC	Crestwood	Brixmor SPE 3 LLC	Brixmor Property Group	420 Lexington Avenue, 7th Floor	New York	NY	10170	6757.92	Open

Count	Store#	Property Name	Mall Name	City	Landlord	Address 1	Address 2	City	State	Zip	Prepetition Amount	Open
203	425	00425-Naper West Plaza-Naperville, IL	Naper West Plaza	Naperville	NaperW, LLC	c/o Bonnie Management Corp	8430 W. Bryn Mawr Avenue, Ste 850	Chicago	IL	0631-3448	4867.72	Open
204	427	00427-Fairway Plaza-Evergreen Park, IL	Fairway Plaza	Evergreen Park	Clark Wolcott Properties LLC	c/o Chody Real Estate Corp	401 N. Michigan Avenue, Suite 1700	Chicago	IL	60611	6223.47	Open
205	428	00428-Winston Plaza, Melrose Park, IL	Winston Plaza, Melrose Park, IL	Melrose Park	Melrose Park Equity, LLC	c/o NewMark Merrill	5850 Canoga Ave, Ste 650	Woodland Hills	CA	91367	8020.01	Open
206	501	00501-Eastover Shopping Center-Oxon Hill, MD	Eastover Shopping Center	Oxon Hill	Eastover Plaza Improvements, LLC	c/o DLC Management Corp.	580 White Plains Road	Tarrytown	NY	10591	5670	Open
207	506	00506-Largo Town Center-Largo, MD	Largo Town Center	Largo	DDRM Largo Town Center LLC	c/o Developers Diversified Res	3300 Enterprise Parkway	Beachwood	OH	44122	5021.24	Open
208	507	00507-Rhode Island Plaza-Washington, DC	Rhode Island Plaza	Washington	Acadia Brentwood LLC	c/o Acadia Realty Trust	1311 Mamaroneck Ave, Ste 260	White Plains	NY	10605	9957.57	Open
209	508	00508-Eastpoint Mall-Baltimore, MD	Eastpoint Mall	Baltimore	TRP-MCB Eastpoint, LLC	2701 N. Charles Street, Suite 40		Baltimore	MD	21218	2438.8	Open
210	509	00509-Maryland City Plaza-Laurel, MD	Maryland City Plaza	Laurel	Maryland City Plaza LP	c/o Combined Properties Inc.	1025 Thomas Jefferson St NW Ste 700E	Washington	DC	0007-5201	3888.89	Open
211	511	00511-White Oak Village-Richmond, VA	White Oak Village	Richmond	BRE DDR BR White Oak VA LLC	c/o DDR Corp	3300 Enterprise Parkway	Beachwood	OH	44122	0	Open
212	513	00513-Ingleside SC, Catonsville, MD	Ingleside SC, Catonsville, MD	Catonsville	Ingleside LLC	c/o Kimco Realty Corporation	3333 New Hyde Park Road, Ste 100	New Hyde Park	NY	11042	5183.87	Open
213	514	00514-Beltway Plaza, Greenbelt, MD	Beltway Plaza, Greenbelt, MD	Greenbelt	GB Mall Limited Partnership	c/o Quantum Companies	4912 Del Ray Avenue	Bethesda	MD	20814	5047	Open
214	515	00515-Southside Plaza-Richmond, VA	Southside Plaza	Richmond	Saul Subsidiary I LP	c/o Saul Centers, Inc.	7501 Wisconsin Ave, Ste 1500	Bethesda	MD	20814	4462.5	Open
215	550	00550-One and Olney SC-Philadelphia, PA	One and Olney SC	Philadelphia	BLDG-ICS OLNEY LLC	8 Industrial Way East	Second Floor	Eatontown	NJ	07724	4666.67	Open
216	551	00551-South Philadelphia SC-Philadelphia, PA	South Philadelphia SC	South Philadelphia	Cedar - South Philadelphia I, LLC	44 S. Bayles Ave.	0	Port Washington	NY	11050	0	Open
217	552	00552-Cottman & Bustleton SC-Philadelphia, PA	Cottman & Bustleton SC	Philadelphia	Bustleton Partners	c/o Kimco Realty Corporation	1954 Greensprbng Drive, Ste 330	Timonium	MD	21093	7593.64	Open
218	555	00555-Parkwest Town Center-Blue Bell, PA	Parkwest Town Center	Philadelphia	WesGold, LLC	c/o The Goldenberg Group, Inc	350 Sentry Parkway, Bldg 630, Ste 300	Blue Bell	PA	19422	5802.37	Open
219	561	00561-Aramingo Crossings SC-Philadelphia, PA	Aramingo Crossings SC	Philadelihia	BDP Realty II, LP	c/o Wolfson Group, Inc.- Meet	120 Germantown Pike, St, Suite 120	Plymouth Meeting	PA	19462	0	Open

Count	Store#	Property Name	Mall Name	City	Landlord	Address 1	Address 2	City	State	Zip	Prepetition Amount	Open
220	601	00601-Sedgefield Crossing SC- Greensboro, NC	Sedgefield Crossing SC	Greensboro	Group Sedgefield LLC	2300 NW Corporate Blvd #141	0	Boca raton	FL	33431	2437.99	Open
221	602	00602-Parkway Plaza SC-Winston Salem, NC	Parkway Plaza SC	Winston-Salem	Centro GA Parkway Plaza, L.P.	c/o Brixmor Properties Group	420 Lexington Avenue, 7th Floor	New York	NY	10170	0	Open
222	603	00603-Copperfield Plaza SC- Concord, NC	Copperfield Plaza SC	Concord	Copperfield Center Partnership	BV Belk Enterprises	204-C West Woodlawn Rd	Charlotte	NC	28217	3771.6	Open
223	604	00604-New Market Square SC- Burlington, NC	New Market Square SC	Burlington	Newmarket-Burlington, LLC	610 E.Morehead Street, Suite	0	Charlotte	NC	28202	3326.4	Open
224	605	00605-Valley Crossing, Hickory, NC	Valley Crossing, Hickory, NC	Hickory	BRE Retail Residual NC Owner LP	c/o Brixmor Properties Group	420 Lexington Avenue, 7th Floor	New York	NY	10170	5447.55	Open
225	606	00606-Franklin Square SC- Gastonia, NC	Franklin Square SC	Gastonia	Centro Bradley SPE 1 LLC	c/o Centro Watt	131 Dartmouth Street, 6th Floor	Boston	MA	2116-5134	6131.57	Open
226	607	00607-Spartanburg SC-Spartanburg, SC	Spartanburg SC	Spartanburg	Baker and Baker Real Estate Developers	P.O. Box 12397	0	Columbia	SC	29211	3291.51	Open
227	608	00608-Wesmark Plaza SC-Sumter, SC	Wesmark Plaza SC	Sumter	Garrison Sumter LLC	c/o GREF II Reit I, LLC	1350 Avenue of the Americas, 9th floor	New York	NY	10019	2362.5	Open
228	609										3985.83	Open
229	610	00610-Sutters Creek Plaza SC- Rocky Mount, NC	Sutters Creek Plaza SC	Rocky Mount	Rocky Mount M LLC	c/o Lat Purser Assoc	4530 Park Road, Suite 300	Charlotte	NC	28209	2333.33	Open
230	611	00611-KMart Plaza-Greenville, SC	KMart Plaza	Greenville	Church Street, Inc.	304 North Church Street	0	Greenville	SC	29601	3192.23	Open
231	612	00612-Innsbruck Mall-Asheville, NC	Innsbruck Mall	Asheville	Brenco Real Estate Management Co Inc	1919 North Bridge Street	0	Elkin	NC	28621	3422.22	Open
232	613	00613-Promenade at Northwoods- Charleston, SC	Promenade at Northwoods	North Charleston	Hawthorne North Rivers, LLC	c/o Hawthorne Retail Partners	PO Box 30174	Charlotte	NC	28230	3333.86	Open
233	614	00614-Shoppes at Pyramid Village- Greensboro, NC	Shoppes at Pyramid Village	Greensboro	Linder Ventures IV, LLC	21-A Oak Branch Drive	0	Greensboro	NC	27410	5166	Open
234	616	00616-Janaf SC, Norfolk, VA	Janaf SC, Norfolk, VA	Norfolk	JANAF Shopping Center LLC	c/o McKinley Inc.	320 North Main Street, Ste 200	Ann Arbor	MI	48104	5016.66	Open
235	617	00617-The Centrum Shopping Center-Pineville, NC	The Centrum Shopping Center	Pineville	ARC CTCHRC001, LLC LBX	c/o Lincoln Harris LLC	126 Seven Farms Drive, Suite 160	Charleston	SC	29492	7398.86	Open

Count	Store#	Property Name	Mall Name	City	Landlord	Address 1	Address 2	City	State	Zip	Prepetition Amount	Open
236	618	00618-Cross Creek Plaza- Fayetteville, NC	Cross Creek Plaza	Fayetteville	Cross Creek Plaza, Inc.	238 North McPherson Church Road		Fayetteville	NC	28203	4626.75	Open
237	619	00619-East Forest Plaza-Columbia, SC	East Forest Plaza	Columbia	East Forest Plaza III, LLC	c/o Grubb & Ellis/Wilson Kibler	1111 Laurel Street	Columbia	SC	29201	7752.91	Open
238	622	00622-Cherrydale SC-Greenville, SC	Cherrydale SC	Greenville	PL Cherrydale Point, LLC	c/o Kimco Realty Corporation	3333 New Hyde Park Road, Suite 100	New Hyde Park	NY	11042	4916.94	Open
239	624	00624-University Pointe-Charlotte, NC	University Pointe	Charlotte	SAM University Pointe LLC	c/o Suburban Asset Management	999 Waterside Drive, Suite 2220	Norfolk	VA	23510	5210.05	Open
240	627	00627-Verdae Village SC, Greenville, SC	Verdae Village SC, Greenville, SC	Greenville	SCI Verdea Fund, LLC	c/o The Shopping Center Group	300 Galleria Parkway, 12th Floor	Atlanta	GA	30339	4665.16	Open
241	629	00629-Northpointe Commons- Columbia, SC	Northpointe Commons	Columbia	Columbia (Northpoint) WMS, LLC	c/o Rivercrest Realty	8816 Six Forks Road, Ste 201	Raleigh	NC	27615	4789.35	Open
242	630	00630-Augusta Square- Augusta, GA	Augusta Square	Augusta	Kimco Augusta 635, LLC	c/o Kimco Realty Corporation	3333 New Hyde Park Road, Suite 100	New Hyde Park	NY	11042	6721.53	Open
243	631	00631-Belvedere Plaza, Anderson, SC	Belvedere Plaza, Anderson, SC	Anderson	Belvedere Station, LLC	11501 Northlake Drive		Cincinnati	OH	45249	4236.75	Open
244	700	00700-Trujillo Alto Plaza, Trujillo Alto, PR	Trujillo Alto Plaza, Trujillo Alto, PR	Trujillo Alto	RD Trujillo Alto, LP	c/o Kimco Realty Corporation	3333 New Hyde Park Road, Suite 100	New Hyde Park	NY	11042	13939.37	Open
245	704	00704-Plaza Centro, Caguas, PR	Plaza Centro, Caguas, PR	Caguas	FW Caguas Ground Joint Venture	c/o Kimco Realty Corporation	3333 New Hyde Park Rd, Ste 100	New Hyde Park	NY	11042	13098.56	Open
246	705	00705-Mayaguez Mall, Mayaguez, PR	Mayaguez Mall, Mayaguez, PR	Mayaguez	Empresas Puertorriqueñas De Desarrollo, Inc.	304 Ponce de Leon Avenue	Suite 1100	Hato Rey	PR	00918	15978.79	Open
247	750	00750-Gravois Plaza- St. Louis, MO	Gravois Plaza	St. Louis	KIMCO REALTY CORPORATION	3333 New Hyde Park Road	Suite 100	New Hyde Park	NY	11042	4551.35	Open
248	752	00752-Deer Creek SC-Maplewood, MO	Deer Creek SC	Maplewood	Ramco-Gershenson Properties LP	c/o Deer Creek Shopping Center	31500 Northwestern Highway, Suite 300	Farmington Hills	MI	48334	4651.44	Open
249	753	00753-Crossings at Halls Ferry- Ferguson, MO	Crossings at Halls Ferry	Ferguson	Crossing Shopping Center, LP	1401 Quail Street, Suite 105		Newport Beach	CA	92660	4518.89	Open

EXHIBIT “2”

BIDDING PROCEDURES¹

By motion (the “Motion”), dated August 4, 2015, Anna’s Linens, Inc., as a debtor and debtor-in-possession (the “Debtor”), sought, among other things, approval of the process and procedures for soliciting bids for and obtaining approval of (i) the sale of the Debtor’s intellectual property, including trademarks, copyrights, domain names, customer lists, the e-commerce business, and related data assets (collectively, the “IP Assets”), and (ii) the sale of the Debtor’s real property lease designation rights and/or assumption and assignment of the real property leases (collectively, the “Real Property Assets” and, together with the IP Assets, collectively, the “Assets”).

The United States Bankruptcy Court for the Central District of California, Santa Ana Division (the “Bankruptcy Court”) has entered an order (the “Bidding Procedures Order”) that, among other things, authorizes the Debtor to solicit bids in respect of the Assets through the procedures described below (collectively, the “Bidding Procedures”), subject to the approval of one or more Successful Bids (as defined below) by the Bankruptcy Court following a hearing before the Bankruptcy Court scheduled for 10:00 a.m. (prevailing Pacific time) on September 9, 2015 before the Honorable Theodor C. Albert (the “Sale Hearing”).

1. Important Dates and Contact Information

The Debtor will:

- (a) assist Potential Bidders (as defined below) in conducting their respective due diligence investigations and accept Qualified Bids (as defined below) until the deadline for receipt of Qualified Bids, which is 5:00 p.m. (prevailing Pacific time) on August 24, 2015 (the “Bid Deadline”);
- (b) in consultation with Salus Capital Partners, LLC (“Salus”) and the statutory committee of unsecured creditors appointed in the Debtor’s chapter 11 case (the “Committee,” and collectively, with Salus, the “Consultation Parties”), evaluate bids and negotiate with bidders in preparation for an auction (the “Auction”) to be held at the offices of Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., 17th Floor, Los Angeles, California 90067 at 10:00 a.m. (prevailing Pacific time) on August 27, 2015 (the “Auction Date”); and
- (c) in consultation with the Consultation Parties, select the Baseline Bid(s) and/or Stalking Horse Bidder(s) (both as defined below) for the Auction and seek approval of the Successful Bid(s) for such Assets at the Sale Hearing to be held on September 9, 2015 at 10:00 a.m.

¹ Capitalized terms not otherwise defined herein have the meanings given to them in the Bidding Procedures Order or the Motion, as applicable.

Information that must be provided under these Bidding Procedures must be provided to the following parties (the “Notice Parties”): (a) Anna’s Linens, Inc., 3550 Hyland Avenue, Costa Mesa, California 92626 (Attn: J.E. Rick Bunka), email: rick.bunka@annaslinens.com; (b) Levene, Neale, Bender Yoo & Brill L.L.P., 10250 Constellation Blvd., 17th Floor, Los Angeles, California 90067 (Attn: David B. Golubchik, Esq. and Eve H. Karasik, Esq.), email: dbg@lnbyb.com and ehk@lnbyb.com; (c) Greenberg Traurig, LLP, One International Place, Boston, Massachusetts 02110 (Attn: Jeffrey M. Wolf, Esq. and Nancy A. Mitchell, Esq.), email: wolfje@gtlaw.com and mitchelln@gtlaw.com; (d) Pricewaterhouse Cooper LLP, 300 Madison Avenue, New York, New York 10017 (Attn: Perry M. Mandarino and Hannes Schenk), email: perry.mandarino@us.pwc.com and hannes.schenk@us.pwc.com; (e) Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13th Floor, Los Angeles, California 90067 (Attn: Jeffrey Pomerantz and Ira Kharasch), email: ikharasch@pszjlaw.com and jpomerantz@pszjlaw.com; (f) Hilco Streambank, 980 Washington St., Suite 330 Dedham, MA 02026 (Attn: David Peress), email: dperess@hilcoglobal.com; and (g) RCS Real Estate Advisors, 460 West 34th Street, New York, New York 10001 (Attn.: Ivan Friedman), email: ifriedman@rcsrealestate.com.

2. The Sale Hearing.

At the Sale Hearing, the Debtor will seek the entry of one or multiple orders authorizing and approving the sale of one or more of the Assets (each a “Sale Order”), to the Successful Bidder(s) pursuant to the terms and conditions set forth in the Successful Bid(s). The Sale Hearing may be adjourned or rescheduled (after consultation with the Consultation Parties) without notice or with limited and shortened notice to parties, including by (a) an announcement of such adjournment at the Sale Hearing or at the Auction or (b) the filing of a notice of adjournment with the Bankruptcy Court prior to the commencement of the Sale Hearing.

3. Determination by the Debtor

The Bidding Procedures as described herein are calculated to obtain the highest and/or best offer or group of offers for the Assets. The Debtor will (a) determine, with the assistance of its advisors, and in consultation with the Consultation Parties, whether any person or entity is a Qualified Bidder, (b) receive bids from Qualified Bidders, (c) negotiate forms of asset purchase agreements with Qualified Bidders, (d) evaluate and negotiate such bids, and (e) conduct the Auction (clauses (a) through (e) and Section 1 above, collectively, the “Bidding Process”). Other than as set forth in these Bidding Procedures, neither the Debtor nor any of its representatives will be obligated to furnish any information of any kind whatsoever relating to the Assets to any person or entity who is not a Consultation Party or a Potential Bidder and who does not comply with the requirements set forth herein.

4. Participation Requirements

Unless otherwise ordered by the Bankruptcy Court, to participate in the Bidding Process, each interested person or entity (each, an “Interested Party”) must deliver the following to the Debtor so as to be received no later than the Bid Deadline:

- (a) an executed confidentiality agreement in form and substance satisfactory to the

Debtor, which by its terms will inure to the benefit of the Successful Bidder(s);

- (b) a statement and other factual support demonstrating to the Debtor's satisfaction (after consultation with the Consultation Parties) that the Interested Party has a bona fide interest in purchasing all or any portion of the Assets;
- (c) if applicable, a statement that the Interested Party agrees to work with and resolve any issues raised by the consumer privacy ombudsman appointed pursuant to Bankruptcy Code section 332;
- (d) sufficient information, as determined by the Debtor, in consultation with the Consultation Parties, to allow the Debtor to determine that the Interested Party has the financial wherewithal, and any required internal corporate, legal or other authorizations to complete a sale transaction (a "Sale Transaction"), including financial statements of the Interested Party (or such other form of financial disclosure acceptable to the Debtor in its discretion);
- (e) the items comprising a bid, as prescribed by Section 7 below (collectively, the "Bid Documents").

If the Debtor determines that an Interested Party has a bona fide interest in any of the Assets, no later than one Business Day after the Debtor makes that determination and has received the materials described in items (a)-(d) above, such Interested Party will be deemed a "Potential Bidder" and the Debtor will deliver to such Potential Bidder access to the Debtor's confidential electronic data room concerning the Assets (the "Data Room"). The Debtor, in consultation with the Consultation Parties, reserves the right to determine whether an Interested Party has satisfied the above participation requirements such that it is eligible to be a Potential Bidder. The Debtor will provide prompt notice to the Consultation Parties in the event the Debtor determines (after receipt of the information identified in clauses (a)-(d) above) that any Interested Party does not qualify as a Potential Bidder.

5. Due Diligence

Until the Bid Deadline, in addition to access to the Data Room, the Debtor will provide any Potential Bidder such due diligence access or additional information as the Debtor determines to be reasonable in the circumstances, subject to the restrictions set forth in this paragraph. All additional due diligence requests relative to the IP Assets must be directed to David Peress of Hilco Streambank ("Streambank") at dperess@hilcoglobal.com and, and all additional due diligence requests relative to the Real Estate Assets must be directed to Ivan Friedman at RCS Real Estate Advisors ("RCS") at ifriedman@rcsrealestate.com. The Debtor, with the assistance of RCS and Streambank, will coordinate all reasonable requests for additional information and due diligence access from Potential Bidders. In the event that any such due diligence material is in written form and has not previously been provided to any other Potential Bidder, subject to any confidentiality issues related to the material, the Debtor will simultaneously provide access to such materials to (a) all Potential Bidders who have expressed interest in the applicable Assets and (b) the professionals to the Consultation Parties.

Unless otherwise determined by the Debtor, the availability of additional due diligence to a Potential Bidder will cease if: (a) the Potential Bidder does not become a Qualified Bidder during the period commencing on the Bid Deadline and concluding on the Auction Date; or (b) the Bidding Process is terminated. Except as provided in the Bidding Procedures and above with respect to access to the Data Room, neither the Debtor nor its representatives will be obligated to furnish any information of any kind whatsoever relating to the Assets to any party.

6. Bid Deadline

A Potential Bidder that desires to make a bid must deliver written and electronic copies of its bid (in accordance with Section 7) in both Portable Document Format (.pdf) and Microsoft Word (.doc/.docx) format to the Notice Parties so as to be received no later than the Bid Deadline.

7. Form and Content of a Qualified Bid

A Qualified Bid in respect of any of the Assets is a written proposal from a Potential Bidder that, at a minimum:

- (a) identifies the legal name of the Potential Bidder (including any equity holders or other financial backers, if the Potential Bidder is an entity formed for the purpose of consummating the proposed Sale Transaction);
- (b) provides that the Potential Bidder offers to purchase the Assets or a portion thereof at the purchase price set forth therein;
- (c) if the Debtor (in consultation with the Consultation Parties) elects to provide forms of Asset Purchase Agreements, relative to the IP Assets and/or Real Estate Assets (collectively, the “APAs”), is upon the terms and conditions set forth in a copy of the form applicable APA enclosed therewith, marked to show any proposed amendments and modifications to such form (the “Marked Agreement”);
- (d) states that all necessary filings under applicable regulatory, antitrust and other laws will be made and that payment of the fees associated with such filings will be made by the Potential Bidder;
- (e) is formal, binding and unconditional (except for those conditions expressly set forth in the applicable Bid Documents), is not subject to any due diligence and is irrevocable until the first Business Day following the closing of the Sale Transaction;
- (f) includes a commitment to close the transactions contemplated by the bid no later than September 15, 2015;
- (g) does not entitle such Potential Bidder to a breakup fee, termination fee, expense reimbursement or similar type of payment or reimbursement and includes a waiver of any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code related to bidding for any of the Assets;

- (h) is accompanied by the Good Faith Deposit (as defined below);
- (i) to the extent the Potential Bidder wishes to bid on the Real Property Assets (or any portion thereof), is accompanied by information regarding the Potential Bidder to demonstrate adequate assurance of future performance by the Potential Bidder (collectively, the “Adequate Assurance Information”) including, without limitation, the following: (i) balance sheets and income statements for the last 2 years; (ii) federal income tax returns for the last two years; (iii) description of the intended use of the applicable premises; (iv) information regarding the Potential Bidder’s experience in retail operations; and (v) identity of the management of the Potential Bidder and their qualifications; and
- (j) is received by the Bid Deadline. In addition, in determining whether the terms of the bid or bids for any portion of the Assets are materially more burdensome or conditional than the terms of another Qualified Bid, the Debtor may take into consideration:
 - (i) indemnification and other provisions;
 - (ii) whether the bid or bids includes a non-cash instrument or similar consideration that is not freely marketable;
 - (iii) the ability to obtain any and all necessary antitrust or other applicable regulatory approvals for the proposed transaction; and
 - (iv) any other factors the Debtor, in consultation with the Consultation Parties, may deem relevant.

At the Debtor’s request, after consultation with the Consultation Parties, prior to or after the Bid Deadline, a Potential Bidder must accompany its bid with or include in it, as applicable:

- (a) written evidence of available cash, a commitment for financing (not subject to any conditions other than those expressly set forth in the applicable Bid Documents) or such other evidence of ability to consummate the transaction contemplated by the Bid Documents (and, as applicable, to provide adequate assurance of future performance of all obligations to be assumed in such Sale Transaction) as the Debtor may reasonably request;
- (b) a copy of a board resolution or similar document demonstrating the authority of the Potential Bidder to make a binding and irrevocable bid on the terms proposed;
- (c) a covenant to cooperate with the Debtor to provide pertinent factual information regarding the Potential Bidder's operations reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements;

- (d) if the purchase price includes non-cash consideration, an analysis in reasonable detail of the value of the non-cash consideration;
- (e) a signed statement that such bid is irrevocable until the first Business Day following the closing of the Sale Transaction; and
- (f) other documentation as requested by the Debtors.

A Potential Bidder must deposit with the Debtor a cash deposit equal to 15% of the initial proposed purchase price (any such deposit, a “Good Faith Deposit”). The Good Faith Deposit must be made by wire transfer and will be held by the Debtor in a segregated bank account.

If a bid is received and, in the Debtor’s judgment, it is not clear to the Debtor whether the bid is a Qualified Bid, the Debtor may consult with the Potential Bidder and seek additional information in an effort to establish whether or not a bid is a Qualified Bid such that the Potential Bidder can participate at the Auction. The Debtor will, in its discretion (after consultation with the Consultation Parties), determine whether a bid or bids received from a Potential Bidder or Potential Bidders for any of the Assets will constitute a “Qualified Bid” and whether a Potential Bidder that submits such a bid will be considered a “Qualified Bidder.” Further, the Debtor may, in its discretion (after consultation with the Consultation Parties), withdraw some or all of the Assets from the Auction or sale at any time before entry of an order approving a sale of the Assets to a Qualified Bidder.

Upon the determination of the Qualified Bidder(s), but no later than August 25, 2015, the Debtor will file a notice identifying and providing the Adequate Assurance Information for such Qualified Bidder(s) and serve such notice upon the landlords that are included in the bid submitted by the Qualified Bidder(s). The foregoing notice will be provided by email to any of the landlords who makes a written request to counsel for the Debtor.

Any landlord who provides a statement of its interest in purchasing all or any portion of the Real Estate Assets by the Bid Deadline shall be deemed a Qualified Bidder and shall be permitted to participate in the Bidding Process and the Auction for the Real Estate Assets without the need to make a Good Faith Deposit. At the Auction, each applicable landlord shall be permitted to credit bid up to the undisputed amount necessary to cure the Debtor’s defaults under the respective real property lease. Any landlord who wishes to attend the Auction for the Real Estate Assets may do so, even if the landlord does not intend to participate as a Qualified Bidder at such Auction.

A Qualified Bid and bids at the Auction may be valued by the Debtor (after consultation with the Consultation Parties) based upon factors as the Debtor determines in good faith to be relevant, including: (a) the purported amount of the Qualified Bid, including non-cash consideration, if applicable; (b) the value to be provided to the Debtor under the Qualified Bid, including the net economic effect upon the Debtor’s estates; (c) contingencies with respect to the Sale Transaction and the ability to close the proposed Sale Transaction on a basis acceptable to the Debtor, and any incremental costs to the Debtor in closing delays; (d) the ability to obtain any and all necessary antitrust or other applicable regulatory approvals for the proposed transaction; and (e) any other factors the Debtor may deem relevant.

The Debtor (in consultation with the Consultation Parties) reserves the right to impose additional terms and conditions with respect to Qualified Bidders not otherwise inconsistent with these Bidding Procedures.

8. **Baseline Bid**

Except as otherwise provided in Sections 6 or 7, only (a) Qualified Bidders and (b) Potential Bidders who submitted a bid that satisfies the requirements of a Qualified Bid and are invited by the Debtors, in their discretion (after consultation with the Consultation Parties), to participate in the Auction, are eligible to participate in the Auction. The Debtor will (in consultation with the Consultation Parties) select what they determine to be the highest and/or best Qualified Bid or combination of bids that together constitute a Qualified Bid for any portion of the Assets (the "**Baseline Bid(s)**") to serve as the starting point at the Auction taking into account all relevant considerations, including the financial condition of the applicable bidder(s) and certainty of closing.

9. **Auction**

If at least two Qualified Bids or bid(s) submitted by a Potential Bidder(s) invited by the Debtor (in consultation with the Consultation Parties) to participate in the Auction in respect of the Assets, is received by the Bid Deadline, the Debtor will conduct the Auction for any of the Assets. If only one bid is received for an Asset, the Auction will not be held and the Debtor (in consultation with the Consultation Parties) will determine whether to accept such bid and proceed with approval of such bid at the Sale Hearing. The Auction will take place at the offices of Debtor's counsel, Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., 17th Floor, Los Angeles, California 90067 at 10:00 a.m. on August 27, 2015 (prevailing Pacific time). Only a Qualified Bidder or a Potential Bidder invited by the Debtor to participate at the Auction will be eligible to participate at the Auction, subject to such limitations as the Debtor may impose in consultation with the Consultation Parties.

At the request of the Debtor, each bidder participating in the Auction will be required to confirm, in writing, that (a) it has not engaged in any collusion with respect to the Bidding Process, and (b) its bid is a good faith bona fide offer that it intends to consummate if selected as the Successful Bidder.

At the Auction, participants will be permitted to increase their bids and improve their terms. Bidding for any part of the Assets will start at the purchase price and terms proposed in the applicable Baseline Bid(s) or the Stalking Horse Bid(s), if applicable. The Debtor (after consultation with the Consultation Parties) will announce the initial bidding increments for bids (the "**Minimum Overbid**") at the outset of the Auction with respect to the Assets, as applicable.

The Debtor (after consultation with the Consultation Parties) may at any time adopt rules for the Auction that the Debtor reasonably determines to be appropriate to promote the goals of the Bidding Process and not in conflict with these Bidding Procedures, including one or more adjournments of the Auction.

The Debtor (after consultation with the Consultation Parties) reserves the right to and may reject at any time before entry of the final Sale Order any bid that, in the Debtor's judgment, is: (a) inadequate or insufficient; (b) not in conformity with the requirements of the Bankruptcy Code, these Bidding Procedures or the terms and conditions of the Sale Transaction; or (c) contrary to the best interests of the Debtor and its estate.

Prior to the conclusion of the Auction, the Debtor in consultation with the Consultation Parties will (a) review and evaluate each bid made at the Auction on the basis of financial and contractual terms and other factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the Sale Transaction; (b) in the exercise of their good faith business judgment and consistent with the Bidding Procedures, identify the highest or otherwise best offer or collection of offers in respect of the Assets (the "Successful Bid(s)"); and (c) notify all Qualified Bidders participating in the Auction, prior to its adjournment, of the successful bidder or bidders (the "Successful Bidder(s)") and the amount and other material terms of the Successful Bid(s). Absent irregularities in the conduct of the Auction or reasonable and material confusion during the bidding, each as determined by the Bankruptcy Court, the Debtor will not consider bids made after the Auction has been closed.

After determining the Successful Bid(s) for the Assets, the Debtor, upon consultation with the Consultation Parties, will determine, in its reasonable business judgment, which Qualified Bid(s) are the next best bids for the Assets (the "Next Best Bid(s)").

At the Sale Hearing, the Debtor will present the Successful Bid(s) to the Bankruptcy Court for approval. Following the entry of the Sale Order(s), the Debtor will proceed to close the Sale Transaction upon the satisfaction or waiver of all applicable conditions precedent to closing.

The Auction proceedings will be transcribed.

10. Rescission of Lease Rejection Notices

In the event that the Debtor elects to file and serve a notice of its intent to reject a real property lease prior to the date of the Auction (the "Lease Rejection Notice"), in accordance with the provisions of the Order entered by the Bankruptcy Court on July 6, 2015 authorizing, among other things, certain lease rejection procedures with respect to the Debtor's retail stores (the "July 6 Order"), and a Successful Bid is received at the Auction which relates to such real property lease, the Debtor shall have the right to rescind such Lease Rejection Notice at any time on or before September 15, 2015, provided that such Lease Rejection Notice expressly states that it is subject to possible rescission and the possession of the applicable premises is not actually surrendered to the applicable landlord. Any Lease Rejection Notice that is subject to rescission shall also expressly state that, in the event that the Lease Rejection Notice is not rescinded on or before September 15, 2015, the effective date of rejection of the applicable real property lease shall be the later of (i) two (2) business days after the date the Debtor notifies the applicable landlord in writing that the Lease Rejection Notice is no longer subject to rescission and (ii) the date that the Debtor relinquishes control of the leasehold premises by notifying the landlord in writing of the Debtor's surrender of such premises in broom clean condition and turn-over of the

keys, key codes, and security codes, if any.

Any Lease Rejection Notice that is filed and served which does not expressly state that it is subject to possible rescission shall become effective in accordance with the lease rejection procedures set forth in the July 6 Order and shall not be subject to rescission at any time thereafter. In addition, any real property lease which has been effectively rejected on or before August 10, 2015 shall not be subject to rescission at any time.

In the event that the Debtor rescinds a Lease Rejection Notice as set forth herein, the Debtor shall file a notice of rescission of the applicable Lease Rejection Notice with the Bankruptcy Court and serve such notice on the applicable landlord.

If a Lease Rejection Notice is filed and served, then subsequently rescinded by the Debtor pursuant to a notice of rescission filed and served on or before September 15, 2015, all administrative rent and other charges incurred under the applicable real property lease during the period of September 1, 2015 through and including the date of the Closing of the Sale Transaction by such Successful Bidder shall be the responsibility of the Debtor's bankruptcy estate and/or Successful Bidder and shall be promptly paid to the applicable landlord following the Closing of the Sale Transaction.

11. Acceptance of Qualified Bids

The Debtor will be deemed to have accepted a Successful Bid only when a contract therefor has been executed and such bid has been approved by the applicable Sale Order.

If a failure to consummate the transaction is the result of a breach by a Successful Bidder of the applicable Successful Bid contract, the Debtor may retain the Good Faith Deposit of such Successful Bidder and reserve the right to seek, in addition to the Good Faith Deposit, specific performance as well as any and all available additional damages from such Successful Bidder.

If a Successful Bidder does not close the applicable Sale Transaction contemplated by the applicable Successful Bid by the date agreed to by the Debtor and such Successful Bidder, then the Debtor will be authorized, but not required, to close with the party that submitted the applicable Next Best Bid, pursuant to the applicable Sale Order.

12. Consideration of Stalking Horse Bids

The Debtor will entertain the possibility of entering into stalking horse agreements (each a "Stalking Horse Agreement") for the sale of some or all of the Assets, and the Debtor, in consultation with the Consultation Parties, may agree to the payment of an expense reimbursement and/or break-up fee not to exceed in the aggregate 3% of the total purchase price (excluding assumed liabilities) as part of a Stalking Horse Agreement, subject to approval of the Bankruptcy Court. If the Debtor enters into an agreement with a stalking horse entity (the "Stalking Horse Bidder"), the Debtor will file an emergency motion with the Bankruptcy Court for the expedited approval of the proposed Stalking Horse Agreement with service of notice of

the emergency motion on the master service list maintained in this case as soon as practicable, but no later than two days after execution of the Stalking Horse Agreement. The notice will include the type and amount of bid protections, if any, any necessary modifications or amendments to these Bidding Procedures, a summary of the Stalking Horse Agreement and a copy of the Stalking Horse Agreement. The Stalking Horse Purchaser will be deemed to be a Qualified Bidder and the Stalking Horse Purchaser's bid will be deemed a Qualified Bid.

13. Modification of Bidding Procedures

The Debtor may (after consultation with the Consultation Parties) amend these Bidding Procedures or the Bidding Process at any time and from time to time in any manner that they determine in good faith will best promote the goals of the Bidding Process and are not inconsistent with the terms of these Bidding Procedures, including extending or modifying any of the dates described herein.

14. "As Is, Where Is"

Any Sale Transaction will be on an "as is, where is" basis and without representations or warranties of any kind by the Debtor, its agents or the Debtor's chapter 11 estate, except and solely to the extent expressly set forth in the final Sale Transaction agreement approved by the Bankruptcy Court. Each Qualified Bidder will be required to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the assets that are the subject of the Auction prior to making its bid, that it has relied solely upon its own independent review and investigation in making its bid and that it did not rely on the completeness of any information provided in connection with the Auction or its bid. Except as otherwise provided in the final agreement approved by the Bankruptcy Court, all of the Debtor's right, title and interest in the Assets will be sold free and clear of all liens, claims (as such term is defined in section 101(5) of the Bankruptcy Code), interests and encumbrances (collectively, "Liens"), with any Liens to attach to the proceeds of the Sale Transaction as provided in the final Sale Order.

15. Return of Good Faith Deposit

The Good Faith Deposits of all Qualified Bidders will be held in escrow by the Debtor and while held in escrow will not become property of the Debtor's bankruptcy estate unless released from escrow pursuant to further order of the Bankruptcy Court. The Debtor will retain the Good Faith Deposits of the Successful Bidder(s) and the maker of the Next Best Bid(s) until the closing of the Sale Transaction(s) unless otherwise ordered by the Bankruptcy Court. The Good Faith Deposits of the other Qualified Bidders will be returned on the first Business Day following the approval of the Sale Transaction. At the closing of the Sale Transaction contemplated by the Successful Bid, the Successful Bidder will be entitled to a credit for the amount of its Good Faith Deposit (not including interest accrued thereon).

16. Consultation Matters

In the event that (a) any member of the Creditors' Committee or an affiliate thereof or (b) any of the Debtor's senior secured lenders submits a Qualified Bid (a "Consultation Party Bidder"), advisors to the Creditors' Committee or the senior secured lenders, as applicable, must

not provide any material, nonpublic information to such Consultation Party Bidder regarding competing bids for any part of the Assets for which the Consultation Party Bidder has submitted a Qualified Bid. In addition, the Debtor will not be required to consult with such Consultation Party Bidder under the Bidding Procedures if the Consultation Party Bidder is an active bidder with respect to the assets for which the Consultation Party Bidder has submitted a Qualified Bid, but the Debtor will be required to otherwise consult with the Consultation Party Bidder with respect to bids on assets for which the Consultation Party Bidder has not submitted a bid.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **August 11, 2015**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Todd M Arnold tma@lnbyb.com
- Michael Avanesian michael@avanesianlaw.com, michael@ecf.inforuptcy.com
- Sabrina Beavens sbeavens@iurillolaw.com, ciurillo@iurillolaw.com
- Alan Betten abetten@sagallaw.com
- Karen C Bifferato kbifferato@connollygallagher.com, kbifferato@connollygallagher.com
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- Robert Brier bbrier@bihlaw.com, smann@bihlaw.com
- Heather D Brown heather@hdbrownlaw.com
- David L Bruck bankruptcy@greenbaumlaw.com, cdeluca@greenbaumlaw.com
- Gary O Caris gary.caris@dentons.com, chris.omeara@dentons.com
- Shirley Cho scho@pszjlaw.com
- Shawn M Christianson cmcintire@buchalter.com, schristianson@buchalter.com
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- Barry S Glaser bglaser@swesq.com, erhee@swesq.com
- Ronald E Gold rgold@fbtlaw.com, joguinn@fbtlaw.com
- Stanley E Goldich sgoldich@pszjlaw.com
- David B Golubchik dbg@lnbyb.com, dbg@ecf.inforuptcy.com
- Andrew A Goodman agoodman@greenbass.com, ksopky@greenbass.com
- William A Gray bgray@sandsanderson.com, rarrington@sandsanderson.com
- Steven T Gubner sgubner@ebg-law.com, ecf@ebg-law.com
- Ralph P Guenther rguenther@montereylaw.com
- Andrew Haley ahaley@gpfm.com, kbarone@gpfm.com
- Michael J Hauser michael.hauser@usdoj.gov

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- 5 • James KT Hunter jhunter@pszjlaw.com
- 6 • William E Ireland wireland@hbblaw.com, cdraper@hbblaw.com
- 7 • Ronald N Ito Ronald.Ito@doj.ca.gov, Linda.Richardson@doj.ca.gov
- 8 • Jeanne M Jorgensen jjorgensen@pj-law.com, esorensen@pj-law.com
- 9 • Eve H Karasik ehk@lnbyb.com
- 10 • Ori Katz okatz@sheppardmullin.com, cshulman@sheppardmullin.com;ezisholtz@sheppardmullin.com
- 11 • Doah Kim Doah.Kim@LewisBrisbois.com, Monique.Talamante@LewisBrisbois.com
- 12 • Simon Kimmelman skimmelman@sillscummis.com
- 13 • Steven N Kurtz nlessard@laklawyers.com, rfeldon@laklawyers.com;lkaplan@laklawyers.com
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2. SERVED BY UNITED STATES MAIL: On **August 11, 2015**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **August 11, 2015**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Served via Overnight Mail

Hon. Theodor C. Albert
United States Bankruptcy Court
Ronald Reagan Federal Building and Courthouse
411 West Fourth Street, Suite 5085 / Courtroom 5B
Santa Ana, CA 92701-4593

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

August 11, 2015	Stephanie Reichert	/s/ Stephanie Reichert
<i>Date</i>	<i>Type Name</i>	<i>Signature</i>